

AGENDA OF THE CITY OF LIVONIA ZONING BOARD OF APPEALS
September 9, 2025 – 7:00 p.m.
Livonia City Hall 1st Floor Auditorium
33000 Civic Center Drive, Livonia, MI

AGENDA ITEM(S):

1. **APPEAL CASE NO. 2025-04-12, Roman Martincic, 17320 Fairfield (tabled on June 3, 2025):** Seeking to construct a detached accessory garage, resulting in an accessory structure in excess area and total area and in a location other than previously granted by the Zoning Board of Appeals.
2. **APPEAL CASE NO. 2025-05-15, Najae and Donovan Dixon, Belmond Properties, LLC, on behalf of Socialite Event Lounge, LLC 16184 Middlebelt (tabled on June 3, 2025):** Seeking to increase the previously approved occupant load from 49 persons to 150 persons to establish a banquet facility, as defined by the Livonia Zoning Ordinance, resulting in a banquet facility in a C-1 zoning district, which is prohibited, and a banquet facility less than 300 feet from a residential zoning district.
3. **APPEAL CASE NO. 2025-07-24, Jennifer and Mark Thomas, 36520 Kingsbury:** Seeking to construct an above-ground swimming pool with a deficient side yard setback.
4. **APPEAL CASE NO. 2025-07-25, Kristina and Jesus Jimenez, 38560 Morningstar:** Seeking to erect a privacy fence against an existing chain-link fence resulting in two fences separating properties and a privacy fence erected on a shared property line without neighbor authorization, which is prohibited.
5. **APPEAL CASE NO. 2025-08-26, Robert Jaber, 18704 Floral:** Seeking to maintain an illegally erected 6-foot-tall privacy fence, resulting in a privacy fence that extends forward beyond the rear corner of the dwelling, which is prohibited.

*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 and other meeting documents are available on the City's website – www.livonia.gov - under Your Government, Boards & Commissions L-Z, Zoning Board of Appeals, Agendas & Minutes.

ZONING BOARD OF APPEALS

ZONING BOARD MEMBERS

GREGORY G. COPPOLA, CHAIRMAN
JAMES. M. BARINGHAUS, VICE CHAIRMAN
TIMOTHY J. KLISZ, SECRETARY
LINDSEY HAKALA
BRIAN MEAGHER
MARC ROTONDO
MIKE TESTA



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

MAYOR

MAUREEN MILLER BROSNAN

COUNCIL MEMBERS

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MARTHA PTASHNIK, Vice President
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ROB DONOVIC
SCOTT MORGAN
LYNDA L. SCHEEL
LAURA M. TOY

PUBLIC NOTICE AUGUST 22, 2025

APPEAL CASE NO. 2025-04-12, 17320 Fairfield (Tabled on June 3, 2025): an appeal was made to the Zoning Board of Appeals by Roman Martincic, seeking to construct a detached accessory garage, resulting in an accessory structure in excess area and total area and in a location other than previously granted by the Zoning Board of Appeals.

Second 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

This Low Density Residential property is located on the east side of Fairfield (17320), between Six Mile Road and Curtis Avenue, Lot. No. 039-01-0020-001, R-U-F, Rural Urban Farm, rejected by the Inspection Department under Livonia Zoning Ordinance, Section 7.09 (1) A and Section 13.14 (6) B.

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

Agendas, minutes, and other meeting documents may be accessed at the following URL:

<https://livonia.gov/129/Agendas-Minutes-and-Meeting-Documents>

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 9, 2025, 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.
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Case No: 2025-04-12
Meeting Date: September 9, 2025

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

Signature: _____

Address:



CITY OF LIVONIA
INSPECTION DEPARTMENT

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

33000 CIVIC CENTER DRIVE
LIVONIA, MICHIGAN 48154
421-2000

Applicant <u>Roman Martincic</u>	Address <u>17320 Fairfield St., Livonia, MI 48152</u>
Owner <u>(same as applicant)</u>	Address <u>(same as applicant)</u>
Lessee <u>n/a</u>	Address <u>n/a</u>
Location <u>East</u>	Side of <u>17320 Fairfield</u> Street <u></u>
Between <u>Six Mile</u>	And <u>Curtis</u>
Lot No./Parcel No. <u>039-01-0020-001</u>	Subdivision <u>Green Brier Estates #1</u>
Zoning District <u>R-U-F</u>	Lot Size <u>0.59 acres</u> Alley <u>n/a</u>
Present Use <u>Single Family Residential</u>	Proposed Use <u>(no change)</u>
Present Building Size <u>(none existing)</u>	Proposed Building Size <u>26 ft. x 22 ft. (572sq. ft.)</u>
Present Height of Building <u>(none existing)</u>	Proposed Height <u>13.67 ft.</u>
Allowable Lot Coverage <u>8,995 Sq. Ft. (35%)</u>	Proposed Lot Coverage <u>2,805 sq. ft. (10.9%)</u>

Proposal : Seeking to construct a detached accessory garage, resulting in an accessory structure in excess area and total area and in a location other than previously granted by the Zoning Board of Appeals. Second 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 and Section 13.14 (6) B)

Deficient Side yard _____	Deficient Front Yard _____	Deficient Rear Yard _____
Deficient Lot Area _____	Deficient Lot Area Per Room _____	Encroachment _____
Excessive Lot Coverage _____	Excessive Height _____	Increasing No. Units _____
Use Prohibited _____	Deficient Parking Spaces _____	Increasing Area and Bulk <u>372 sf / 114 sf</u>
Remarks Reference ZBA Case# 2024-06-22		

Plans and Application examined by  Date April 11/ 2025

APPLICATION FOR VARIANCE

Roman Martincic	17320 Farifield St.	Livonia	48152	313-220-0643	
(Owner of Premises)	(Street Address)	(City)	(Zip Code)	(Telephone)	(Fax)
(Lessee)	(Street Address)	(City)	(Zip Code)	(Telephone)	(Fax)
Roman Martincic	17320 Farifield St.	Livonia	48152	313-220-0643	
(Contractor)	(Street Address)	(City)	(Zip Code)	(Telephone)	(Fax)

The property address is 17320 Farifield 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.

- Are there any deed restrictions or subdivision rules or restrictions on the property? If so, what are they? None that pertain to this request.

- 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 ft. of Lot 20 and the E 44.6 ft. of the S 21 ft. of Lot 20, and the E 44.6 ft. of Lot 19, Green Brier Estates 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. Recorded L.69 P.46 Wayne County Records.

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.

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

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

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

- 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.

- If you have not attempted to have the zoning ordinance amended, why hasn't this attempt been made?
The zoning ordinance may have practical implications in relation to properties and situations not possessing the unique qualities of my own.



ADDENDUM TO APPLICATION FOR VARIANCE

Question 3

The practical difficulty that is unique to this property is the peculiar size and shape, of the lot and the owner's need for additional storage to remove items from being stored outside visible to neighbors and others.

It should be noted that the requested variance is the same as that which was granted by the Zoning Board of Appeals on September 3, 2024 in Case No. 2024-06-22 in which the Board made the factual finding that the uniqueness requirement was met due to the size and shape of the property. However, after the Board rendered its approval, owner discovered that the fence placed by adjacent neighbor to the south of the property deprived applicant/owner of some 30 feet at the rear of the property.

As a result, only the placement of the proposed accessory building has been revised and upon approval of the instant request for variance, the previously approved variance will be withdrawn.

Question 4

The inconvenience is the limited indoor storage available on the property and the safety risk and unsightliness from storing vehicles, etc. outdoors.

As previously stated, the requested variance is the same as that which was granted by the Zoning Board of Appeals on September 3, 2024 in Case No. 2024-06-22 in which the Board made the factual finding that the "*more than a mere inconvenience*" requirement was met.

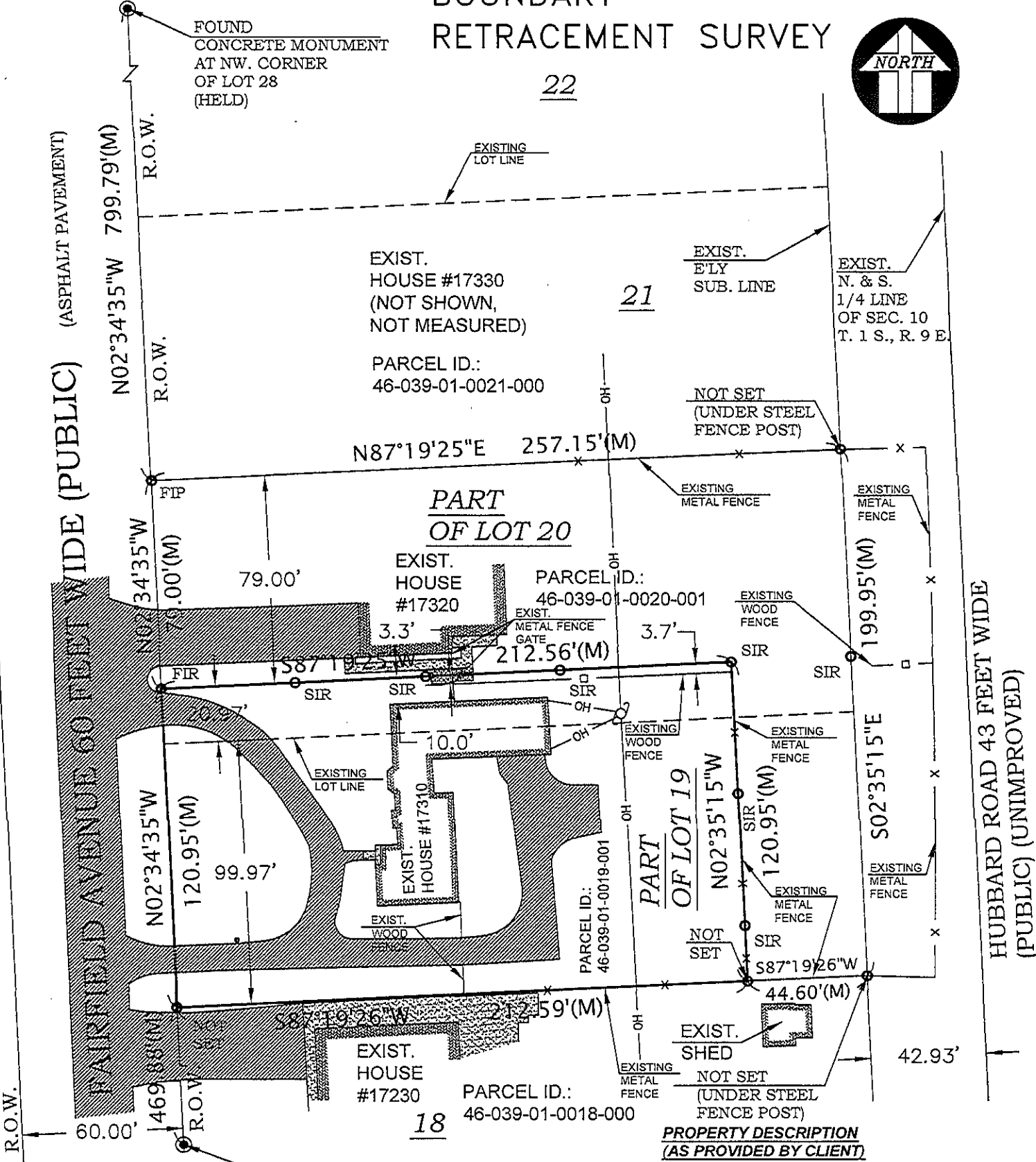
Question 5

The variance sought based on additional square footage would have no impact on other residents in the area. Indeed, there are numerous residents in the area that have presumably been granted similar requests and have similar structures on their property.

As previously stated, the requested variance is the same as that which was granted by the Zoning Board of Appeals on September 3, 2024 in Case No. 2024-06-22 in which the Board made the factual finding that variance is fair and would have little effect on neighboring properties.

BOUNDARY
RETRACEMENT SURVEY

22

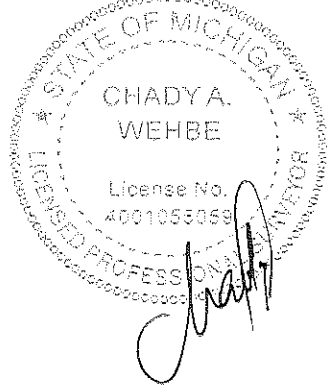


SURVEYOR'S NOTES:
1- SINCE OUR SURVEY WORK DOES NOT INCLUDE A TITLE SEARCH AT TIME OF SURVEY, THERE MAY BE EASEMENT AND/OR ENCUMBRANCES UPON THE LAND WHICH ARE NOT SHOWN ON OUR SURVEY AT THIS TIME.

LEGEND OF SYMBOLS & ABBREVIATIONS

- FM FOUND CONCRETE MONUMENT
- FIR FOUND IRON ROD
- FIP SET IRON PIPE
- SIR SET IRON ROD
- (M) FIELD MEASUREMENT
- (R) RECORDED MEASUREMENT (PER PLAT)
- R.O.W. RIGHT-OF-WAY
- BOUNDARY LINE
- UTILITY POLE
- OH OVERHEAD LINES
- CONCRETE PAVEMENT
- ASPHALT PAVEMENT

FOUND CONCRETE MONUMENT AT SW. CORNER OF LOT 13 (HELD)



PROPERTY DESCRIPTION (AS PROVIDED BY CLIENT)

THE FOLLOWING DESCRIBED PREMISES SITUATED IN THE CITY OF LIVONIA, COUNTY OF WAYNE, STATE OF MICHIGAN, AND MORE PARTICULARLY DESCRIBED AS:

THE WEST 212.40 FEET OF LOT 19 AND THE WEST 212.40 FEET OF THE SOUTH 21.0 FEET OF LOT 20 OF "GREEN BRIER ESTATE SUBDIVISION" BEING A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 10, TOWN 1 SOUTH, RANGE 9 EAST, LIVONIA TOWNSHIP (NOW CITY OF LIVONIA), WAYNE COUNTY, MICHIGAN, ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 69 OF PLATS ON PAGE 46 OF THE WAYNE COUNTY RECORDS.

MORE COMMONLY KNOWN AS:
17310 FAIRFIELD AVENUE,
CITY OF LIVONIA,
WAYNE COUNTY, MICHIGAN 48152
PARCEL ID. No.: 46-039-01-0019-001

SUBJECT TO THE EXISTING BUILDING AND USE RESTRICTIONS, EASEMENTS, AND ZONING ORDINANCES, OF RECORDS, IF ANY.



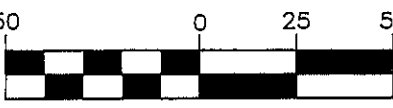
ACCURATE SURVEYING AND MAPPING
LAND SURVEYORS
DEVELOPMENT CONSULTANTS

19500 Middlebelt Road, Suite 340E
Livonia, MI 48152
www.accurate-surveying.com

PH: 313-506-3160
PH: 734-437-7740
Fax: 734-437-7759

CLIENT: LINDA SIPPS

50 0 25 50



SCALE 1 INCH = 50 FEET

DATE: 07-25-2025

FILE NO. 025-129

JOB NO. 025-129

SHEET 1 OF 1

Linda Sipps
17310 Fairfield

Linda Sipps
17310 Fairfield

ZONING BOARD OF APPEALS

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JUNE 6, 2025

Roman Martincic
17320 Fairfield
Livonia, MI 48152

Mr. Martincic,

The Zoning Board of Appeals of the City of Livonia, at a regular meeting held June 3, 2025, adopted the following Resolution:

RESOLVED: APPEAL CASE NO. 2025-04-12, Roman Martincic, 17320 Fairfield: Seeking to construct a detached accessory garage, resulting in an accessory structure in excess area and total area and in a location other than previously granted by the Zoning Board of Appeals.

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be tabled to allow the Petitioner to discuss the plan further with his neighbor, and to address some of the drainage concerns with the property. Alternatively, the Petitioner may instead choose to follow the original variance which was granted to him in September 2024 for Appeal Case No. 2024-06-22.

ZONING BOARD OF APPEALS,

Timothy Klisz, Secretary

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Meeting Date: June 3, 2025

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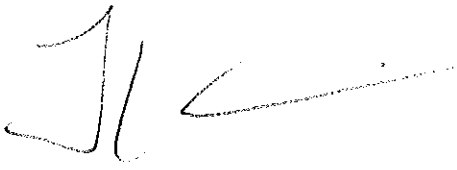
Motion To:		Comments:
Support		
Deny		
Table	X	
Other		

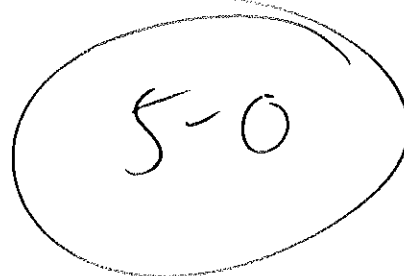
Motion	Support	ZBA Board Member	Yes	No	Abstain	Absent
		Greg Coppola - Chairman				X
		Jim Baringhaus - Vice Chairman	X			
		Timothy Klisz - Secretary	X			
	X	Christopher Boloven	X			
X		Michael Testa	X			
		Marc Rotondo	X			
		Brian Meagher				X

CONDITIONS

1. TABLE to modify or (copy as is
2. water drainage along driveway shall be addressed at inspection
- 3.
- 4.

ZBA Secretary: Timothy Klisz





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

Case No: 2025-04-12
Meeting Date: June 3, 2025

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.

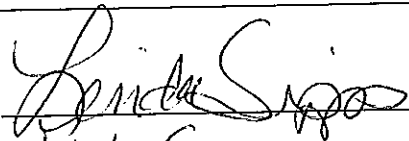
I object to the driveway. There is 18.4' between the brick wall of his garage + my house. I own 98' of it. How is he putting a 9' driveway in 8.6 ft.?

I object to the oversize garage being placed ~~between~~ behind my house instead of behind his house

I would like time 6-3 to put forward my objections + cover falsies given the board in the minutes of previous meetings

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

Signature:



Name:

Linda Sipas
(Please print)

Address:

17310 Fairfield

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

Case No: 2025-04-12
Meeting Date: June 3, 2025

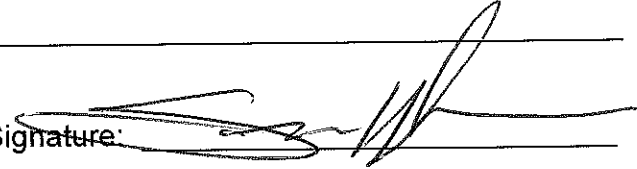
You are not required to respond to this letter. If you choose to do so, please note the following reason: (APPROVAL) OR (OBJECTION) to the requested variance.

THIS IS A NO! FOR THE
3RD TIME IN LESS THAN 2 YEARS
I WAS ONLY APPROVED FOR 20X20 NO DRIVEWAY
THAT'S 400 SQ FT. I DON'T HAVE A OR BIG DOOR
BASEMENT THEY DO! & MY HOUSE READ ON
IS ONLY LESS THAN 1,400 SQ FT YOUR
THEIR IS 1,711 SQ FT (WITH BASEMENT) RECORDS
PLUS ROMAN MARTINIC
HAS FOR OVER 3 YEARS 3 ENCLOSED
TRAILERS, A BOAT & PARKS ① ALLWAY
IN FRONT OF THE HOUSE! I' AGAINST
CITY ORDINANCE!
SO OK ON 20X20 NO ON BIGGER 400sq ft
NO ON ANYTHING LARGER!
NO DRIVEWAY BACK & OR BIG DOOR!

RECEIVED

MAY 22 2025

Signed comments will be read into
the record. Signed or anonymous
comments will not be considered.
CITY OF LIVONIA
ZONING BOARD OF APPEALS

Signature: 

Name: SUSAN M. HAFNER

(Please print)

Address: 17311 FAIRFIELD

May 19th 2025
plus 2024
plus 2024) ALL
ON RECORD

EX 1



EX 2



“Dog Leg” portion of Petitioner’s property is located behind neighbor to the South. Red line in photos (and marks left on lawn) show where a fence had been improperly placed by the neighbor prior to Petitioner’s purchase of the property. The fence encroached on the Petitioner’s property by 33 feet. The encroachment was disclosed on a survey conducted after the Appeal Boards decision in September 2024 granting Petitioner’s variance, contingent on a survey. After the survey, the Petitioner removed the 6-foot-high chain link fence and placed the fence seen in photo to accurately establish the correct property line. This restored a 33-foot-wide section of Petitioner’s property which is now suitable for the placement of the proposed building.

EX 3



Rear of South neighbor's home as seen from "dog leg" portion of Petitioner's property, in approximate middle (width) of proposed construction site. Note the distance from home and the rear of the neighbor's garage on right of home. Chain link fence shows "corrected" property lines discovered through the survey after the Board's September 2024 approval of the requested variance. Note the end of the chain link fence in relation to wood fence. Survey revealed that the wooden fence was set back 3 feet from property line.

EX 4



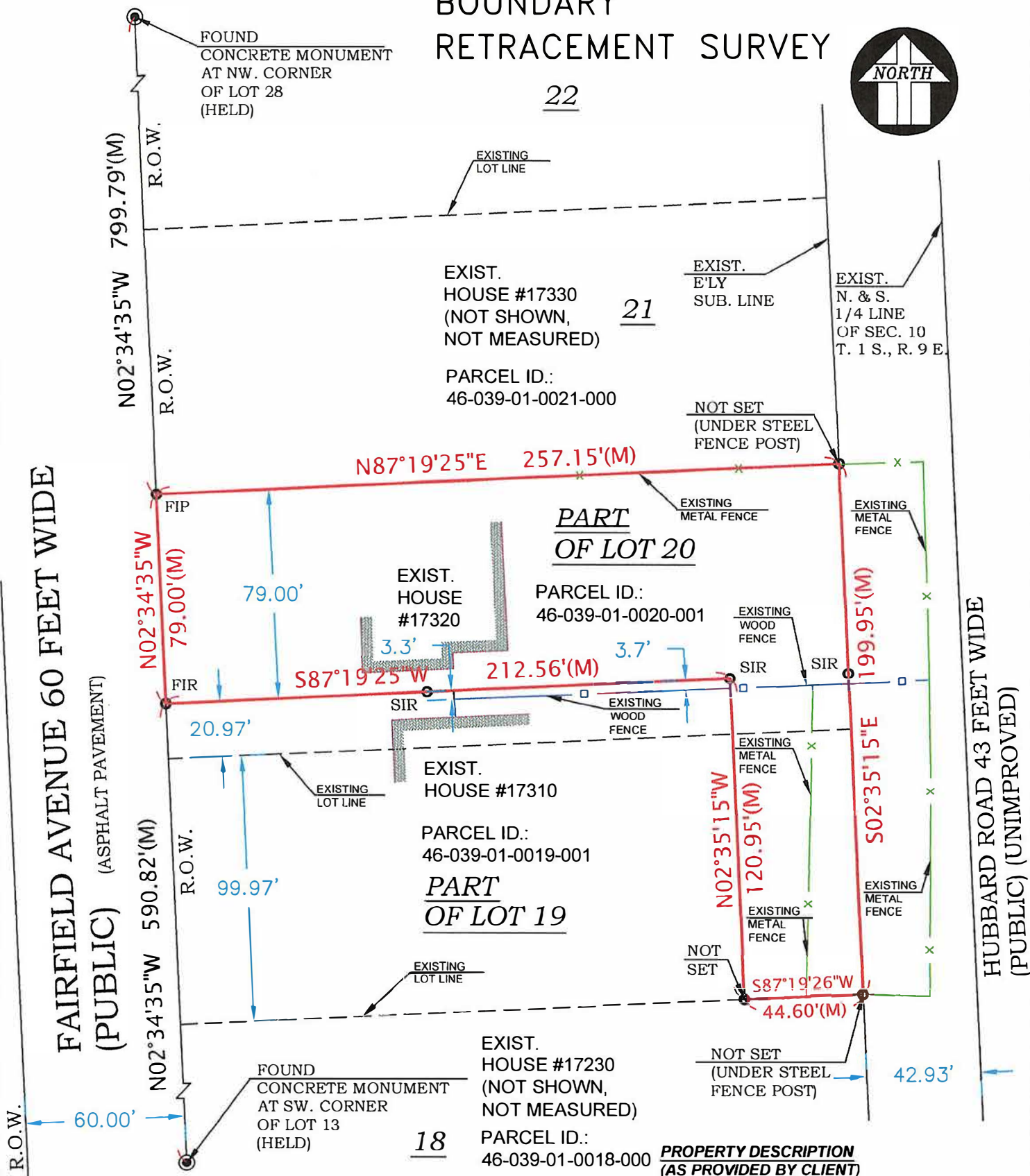
Taken from “dog leg” portion of Petitioner’s property. Pole of chain link fence is the approximate marker of the rear of the proposed building. Note it is fairly in line with the neighbor’s garage and will not obscure any view that the neighbor may have from her enclosed porch.

EX 5



Homeowner directly across the street was granted variance to place accessory building that exceeds allowable square footage.

BOUNDARY RETRACEMENT SURVEY



SURVEYOR'S NOTES:

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PUBLIC NOTICE MAY 16, 2025

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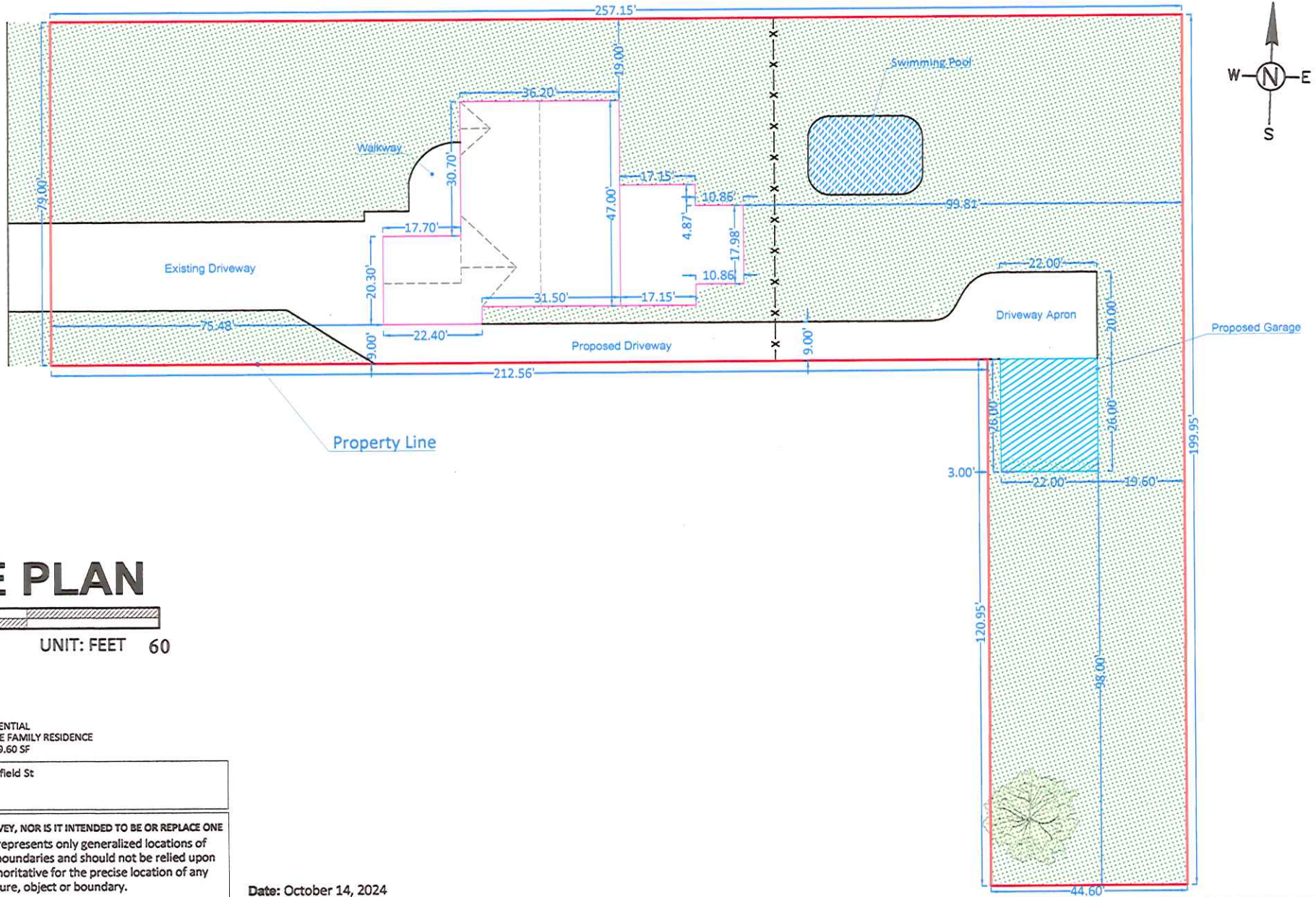
Case No: 2025-04-12
Meeting Date: June 3, 2025

[illegible]

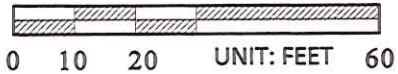
Signature: _____

Address:

Fairfield St



SITE PLAN



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: October 14, 2024



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
 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
 S.W.C.R. (Now City of Livonia).

10452

21

Lot 20

Lot 19

NOTE: REPLACE EXIST. PAVEMENT
 WITH 8" A.G. & 4" A.C.
 PLACE & MAINTAIN
 TEMP. COLD PATCH FOR
 30 DAYS

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.

5/10/90
 Date
 City Engineer
 E.O.F. Dir. H.
 S.T.M.H.

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

10" SAN. S.
 27" STORM S.
 C.D. 42

10" SAN. S.
 27" STORM S.
 C.D. 42

27" STORM S.
 C.D. 42

FAIRFIELD AVE. 60' TO LIVONIA

Engineering / Inspection Div.

FIELD REVIEW

STATE OF MICHIGAN

S.T.M.H.

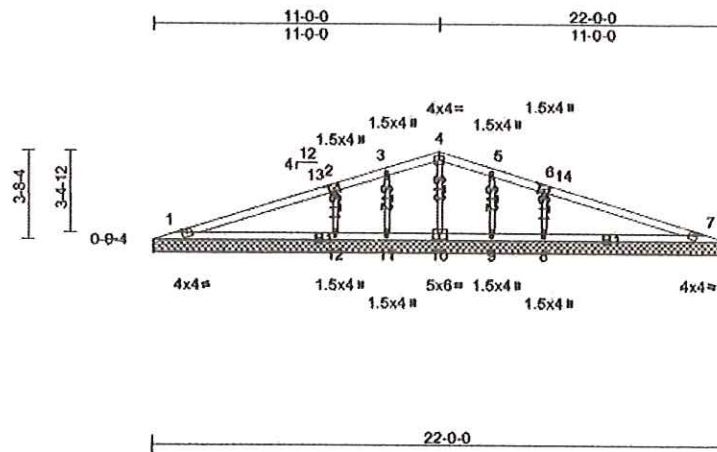
Job	Truss	Truss Type	Qty	Ply	Job Reference (optional)
OTREC059988	T1DE	COMMON	2	1	

Midwest Manufacturing, Eau Claire, WI

Run: 8:59 S 8:23 Aug 28 2018 Print: 8:23 S Aug 28 2018 M Tek Industries, Inc. Thu Jul 18 12:54:00

Page: 1

ID: 7HX1mXJHJ9Q2oEMyF7kwywEqJFdEq2hczbcY4lreSsowa1DxIPKKOVDOnSmwqD5



Scale = 1/708

Plate Offsets (X, Y): {10.0-3.0-0.3-0}

Loading	(psf)	Spacing	2'-0"	CSI	DEFL	In	(loc)	L/d	PLATES	GRIP
TCLL (roof)	30.0	Plate Grip DOL	1.15	TC	0.52	Ver(L)	n/a	n/a	MT20	197/144
Snow (Ps/Pg)	27.7/40.0	Lumber DOL	1.15	BC	0.32	Ver(TL)	n/a	n/a		
TCDL	12.0	Rep Stress Incr	YES	WB	0.17	Horiz(TL)	0.00	7		
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"-0 oc purlins.
Rigid ceiling directly applied or 10'-0"-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 11=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"-0 tall by 2'-0"-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 R602.10.2 and referenced standard ANSI/TPI 1.

LOAD CASE(S) Standard

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

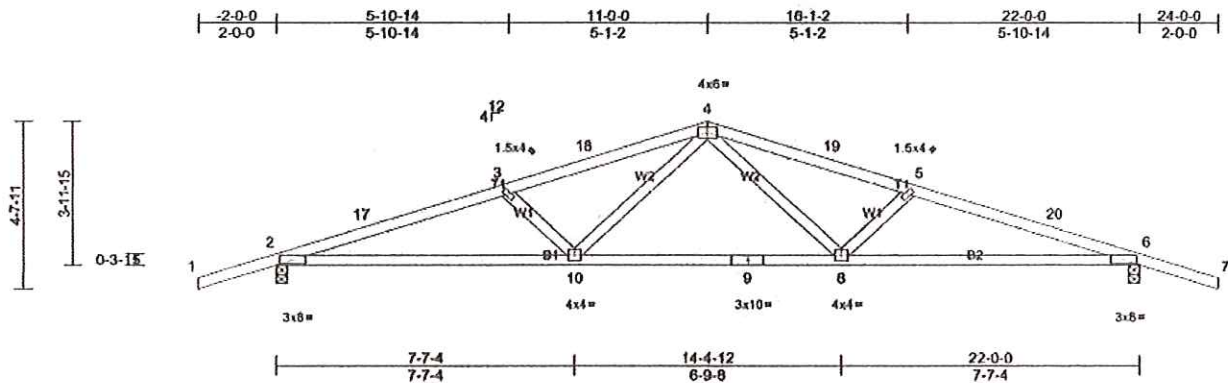
Job	Truss	Truss Type	Qty	Ply	Job Reference (optional)
QTREC0807279	C11022	COMMON	1	1	

Midwest Manufacturing, Eau Claire, WI

Run: 8:51 S Aug 11 2022 Print: 8:510 S Aug 11 2022 MiTek Industries, Inc. Fri Sep 03 16:52:10

Page: 1

ID:s DYVQ73sqLJTeYKTeapYt-blRpsSOMZHY7XOIn10cE4obLixp0rUcFN8B yldp



Scale = 1:47.1

Loading	(psf)	Spacing	2-0-0	CBI		DEFL	In	(loc)	I/defl	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 Up/Lft 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; TCFL=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'-08"-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 R502.10.2 and referenced standard ANSI/TPI 1.

LOAD CASE(S) Standard

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

GARAGE

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

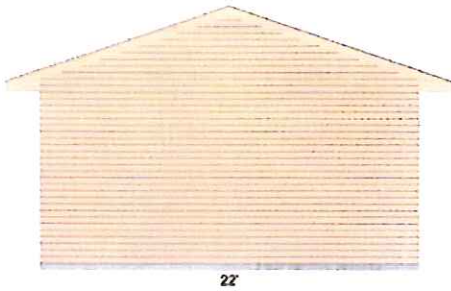


Floor type (concrete, dirt, gravel) is NOT included in estimated price. The floor type is used in the calculation of materials needed. Labor, foundation, steel beams, paint, electrical, heating, plumbing, and delivery are also NOT included in estimated price. This is an estimate. It is only for general 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.

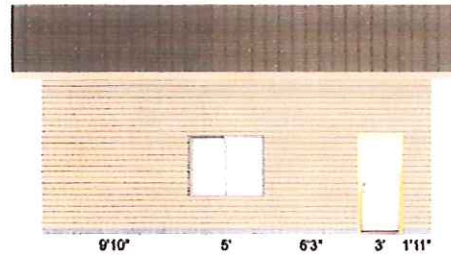
MENARDS IS NOT RESPONSIBLE FOR ANY LOSS INCURRED BY THE GUEST WHO RELIES ON PRICES SET FORTH HEREIN OR ON THE AVAILABILITY OF ANY MATERIALS STATED HEREIN. All information on this form, other than price, has been provided by the guest and Menards is not responsible for any errors in the information on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

MENARDS MAKES NO REPRESENTATIONS, ORAL, WRITTEN OR OTHERWISE THAT THE MATERIALS LISTED ARE SUITABLE FOR ANY PURPOSE BEING CONSIDERED BY THE GUEST. BECAUSE OF WIDE VARIATIONS IN CODES, THERE ARE NO REPRESENTATIONS THAT THE MATERIALS LISTED HEREIN MEET YOUR CODE REQUIREMENTS. THE PLANS AND/OR DESIGNS PROVIDED ARE NOT ENGINEERED. LOCAL CODE OR ZONING REGULATIONS MAY REQUIRE SUCH STRUCTURES TO BE PROFESSIONALLY ENGINEERED AND CERTIFIED PRIOR TO CONSTRUCTION.

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

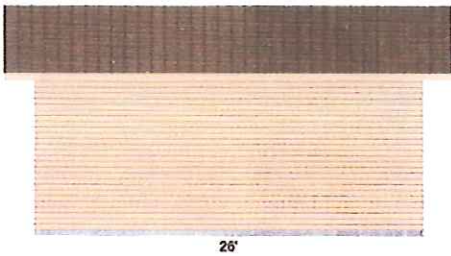


ENDWALL B

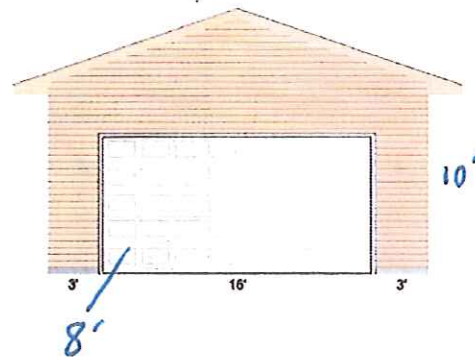


SIDEWALL D

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

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

Framing Fasteners:

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

Sheathing Fasteners:

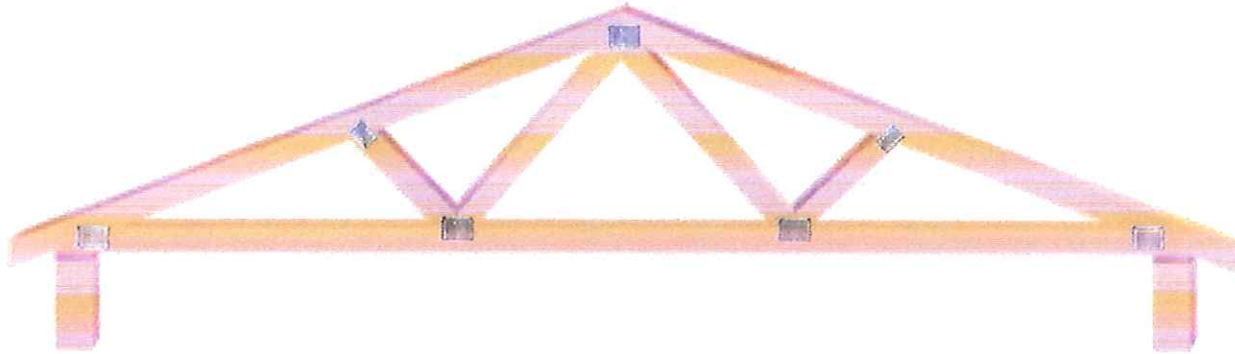
Grip Fast® 2-1/2 8D Vinyl-Coated Smooth Shank Sinker Nail - 5
 lb. Box

Truss Fastener:
 Overhead Opening Hardware:

FastenMaster® TimberLOK® 5/16 x 6 Hex Drive Black Hex Head
 Timber Screw - 50 Count
 No

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.



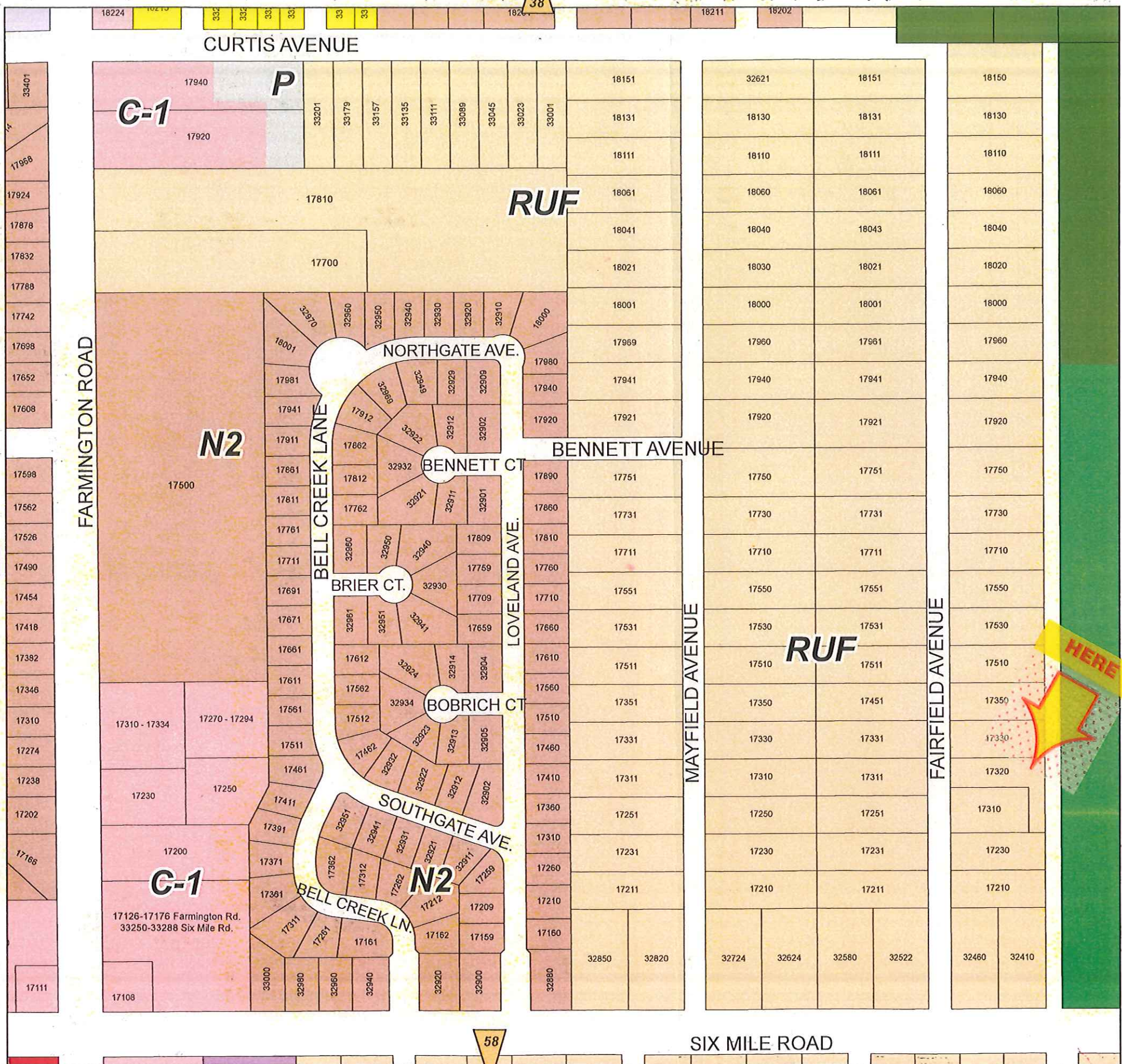
Menards Building Checklist Planning

- 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)

ROMAN MARTINCIC
17320 FAIRFIELD

REF: DETACHED GARAGE
LOW DENSITY RESIDENTIAL



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

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ZONING BOARD OF APPEALS
CITY OF LIVONIA
MINUTES OF MEETING HELD TUESDAY, SEPTEMBER 3, 2024

A Meeting of the Zoning Board of Appeals of the City of Livonia was held on Tuesday, September 3, 2024.

MEMBERS PRESENT: Jim Baringhaus, Vice Chairman
Christopher Boloven
Michael Testa
Marc Rotondo
Lynda Scheel
Timothy Klisz, Secretary

MEMBERS ABSENT: Gregory G. Coppola, Chairman

OTHERS PRESENT: Mike Fisher, Chief Assistant City Attorney
David Popp, Inspector

The meeting was called to order at seven p.m. Vice Chairman Baringhaus explained the Rules of Procedure to those interested parties. Each petitioner must give their name and address and declare hardship for appeal. Appeals of the Zoning Board's decisions are made to the Wayne County Circuit Court. The Vice Chairman advised the audience that appeals can be filed within 21 days of the date tonight's minutes are approved. The decision of the Zoning Board shall become final within five (5) calendar days following the hearing and the applicant shall be mailed a copy of the decision. There are four decisions the Board can make: To deny, to grant, to grant as modified by the Board, or to table for further information. Each petitioner may ask to be heard by a full seven (7) member Board. Six (6) members were present. Secretary, Timothy Klisz, then read the Agenda and Legal Notice to each appeal, and each petitioner indicated their presence. Appeals came up for hearing after due legal notice was given to all interested parties within 300 feet, petitioners, and City Departments. There were several (not counted) people present in the audience.

(7:00)

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

BARINGHAUS Okay, thank you. Are there any questions for the Law Department? Any questions for the Inspection Department?

ROTONDO Yeah, Mr. Chair.

BARINGHAUS Mr. Rotondo.

ROTONDO Yeah, question for Mr. Popp. This case, I just want some clarification. So what we're voting, what we're going to be discussing in this case is just strictly the shed, the proposed shed, or does it include the proposed driveway as well?

POPP Just the proposed shed. So that driveway thing was from a... there was a previous ZBA case that granted a 20 by 20 building -- accessory structure -- previously, and I believe the people that built the house that's there now tore that down when they erected the current structure. If that makes sense? There was a previous case that said something about the private-- I don't know that the driveway is part of this case.

ROTONDO Okay.

POPP I mean, someone can correct me if I'm wrong here, but not knowing this case very well, that's when I briefed.

ROTONDO Yeah, I'd seen that there was a response regarding the driveway. But when I looked at and he shows on the plot plan a proposed driveway, but it didn't look like it was in violation of a....

POPP There's a previous ZBA case that said that they could not have a hard-surface driveway back to the previous building.

ROTONDO Okay. but that's not for this?

POPP I don't believe so.

ROTONDO That previous one. So we're just voting...

POPP We can address that when the Petitioner comes up, but I don't believe so.

ROTONDO Okay, thank you.

BARINGHAUS Will the Petitioner please come forward to the podium?

MARTINCIC Roman Martincic, 17320 Fairfield Street.

BARINGHAUS Okay, thank you. Can you begin by stating your hardship and why you need this proposed building?

MARTINCIC Yeah. So I have a 250 Econoline van, which, as at this point, will not fit in my current garage. It's about three inches too tall, and the depth on it is... and in front of the garage there's a three-foot step, concrete, to where, even if it would fit in, it bumps that. It would bump that concrete step. I can get a car in there. I got a motorcycle and some tools. Basically, I'd like to secure my vehicle. I got a lot of money in tools in it. I have a zero-turn mower, snowblower, etc. Lawn equipment that is right now just pretty much half in a shed and half not in a shed. So that's pretty much.... I don't always use this van, but when I do, if I could secure it, it'd be great.

BARINGHAUS You said it's an E250 van, is that regular or extended?

MARTINCIC It's a regular.

BARINGHAUS Regular. Okay. What else do you store in the driveway?

MARTINCIC In the garage?

BARINGHAUS Driveway. Because, and I'll just--

MARTINCIC I do have a trailer in the driveway right now. And most of the time I do put it on the side from the garage back if I'm going to be using in the next day, yes, I'll pull it out. And sometimes it sits in the driveway.

BARINGHAUS Okay?

MARTINCIC I like to get it all back there if possible, as you want to breathe, and....

BARINGHAUS And you're also storing a boat in your backyard, I believe?

MARTINCIC Yes, I am.

BARINGHAUS Okay. Tell us about the driveway.

MARTINCIC What about it? I mean, what do you mean?

BARINGHAUS What type of materials?

MARTINCIC So that's the concrete. I mean, right now the driveway, it's asphalt.

BARINGHAUS Okay.

MARTINCIC The apron on the garage is going to be-- it was proposed to be concrete. I just did it, the proposal the whole way, just because someone says, "Put that in the proposal." Whether it -- I mean, I'm not in a hurry. Concrete, the whole thing. I just need to be able to park my vehicle back there, you know, on off times when I'm not, you know... because I do have a full-time job, I just do this on the side. So....

BARINGHAUS In your case, you mentioned you operate a contracting company?

MARTINCIC I do.

BARINGHAUS From your home?

MARTINCIC Yes, I do.

BARINGHAUS Can you tell us...?

MARTINCIC Yeah. So I do some construction, and then I do some electrical, fiber communications, which, again, is the heavy, expensive equipment that usually stays in the vehicle, but I do not like it sitting out front. I do travel, so I do like to, I'd like to secure it.

BARINGHAUS Do you store material at your home or...?

MARTINCIC No, I don't. I mean, I'm not gonna lie, there's something one or day two, yeah, I might store it, but I don't stockpile anything.

BARINGHAUS There's no machining done on your property.

MARTINCIC Nope.

BARINGHAUS All work is done pretty much on site.

MARTINCIC On site. Yep.

BARINGHAUS Okay, very good. Okay. Thank you. Any other questions?

TESTA Mr. Chair?

BARINGHAUS Yeah, Mr. Testa.

TESTA Question for the Petitioner. The size of your proposed second garage. How did you come to that size? That's quite large.

MARTINCIC I would like the depth so I can get the vehicle in and still have room to get other stuff in there. That's just, you know, if I was going to do it, I was going to try to get it, if I could get it that size.

TESTA Okay, you get the height and the depth based on the explanation of the van. More so the width. Do you plan on putting two cars in there, or?

MARTINCIC No. But I, like I said, I do have 16 zero-turn mower. I mean, there's quite a bit of grass there.

TESTA Yep.

MARTINCIC I got other equipment from the house that I put in there. I do have one shed. I'd like to take it down. It's just a Rubbermaid. If I get it all housed all in one, that would be great.

TESTA Okay, so your intent is that garage will house all of your work truck, and then all of your belongings...?

MARTINCIC All of my wife's [inaudible] kids' stuff, the storage stuff, you know, whatever.

TESTA Okay, thank you.

BARINGHAUS Can you describe the garage? The photo or the rendering we had in the package just was basically tan.

MARTINCIC It's just, it'll be the same siding as the house, the same features as the house.

BARINGHAUS So the materials will be the same as the house?

MARTINCIC Yep.

BARINGHAUS Materials, colors.

MARTINCIC Yep.

BARINGHAUS Have you spoken to your neighbors about putting the structure?

MARTINCIC Yeah.

BARINGHAUS In the yard?

MARTINCIC Yep.

BARINGHAUS What's the reaction?

MARTINCIC None of them really had a problem. We had one concern about the driveway. And the lady across the street said something. There's a few people on the block that have one or two outbuildings or garages, whatever you want to call it, on the street. I have photos. She just said that she wanted a wider door at the time. I don't... that was it. I had one neighbor here that she's lived across the street from me in support. She came here.

BARINGHAUS Your neighbor next to you seems to have concerns about the property line between... [inaudible] Can you describe that?

MARTINCIC Yes, so the paperwork I got from you guys drawing out the whole property line gives me 10 feet from the edge of my garage to where the fence is now, which is pre-existing before I got there. There's a wrought-iron fence, and it runs the length of the garage. I mean, the property line, I don't know, for whatever reason she said she had a resurvey. Says I was like two feet over. I have no idea. I had it surveyed again. That shows the basic site property line with a garage on it. It shows the same as your guys' information I got from you guys. So.

BARINGHAUS On her property, she has a wooden fence that extends from the side of her house?

MARTINCIC Yes, but that's still on the actual... the line where it's going to stay, like where it is now, that's actually, if you measure it, is what you guys have that I got from you guys and this independent company that drew the rendering for the property. It's not... it's the same. So I don't know, like I said, I don't know when she did it, how....

BARINGHAUS Okay, thank you.

BOLOVEN Mr. Chair.

BARINGHAUS Mr. Boloven.

BOLOVEN Question for the Petitioner, will you come down to the 20 by 20?

MARTINCIC I mean, that's kind of like what I got now. Does it have to be a 20 by 20? I mean that....

BOLOVEN So if you come down to a 20 by 20, you're still over by 200 so you got excess, but it puts you within the total of accessory, within the 920 and you get your driveway. I'm not saying that the Board's going to do this. I'm just asking if you're willing to go down to that size.

MARTINCIC I'd like to keep it to where it's at.

BOLOVEN Thank you, Mr. Chair.

BARINGHAUS Thank you.

TESTA Question for Inspection, Mr. Chair.

BARINGHAUS Sure, Mr. Testa.

TESTA Mr. Popp, he referred to a survey that he gave, is that in our packet?

POPP I don't see it here.

TESTA I think it's just the question of the neighbors

ROTONDO Site plan number two is how it's labeled in our agenda or in our package.

SCHEEL It says received May 30th.

ROTONDO Yeah, that would have been.... This would have been dated from when they built the house. 1990.

TESTA Question: this one's dated 1990. Question for the Petitioner, you said you had a survey done.

MARTINCIC I just-- that rendering you guys got. Yeah, this company called Site Plan, and they, I don't know how accurate it is, but it's the same as what you guys have here that I got from you guys, the property line.

TESTA Okay, so it's not a full survey. It's the site plan you submitted.

MARTINCIC Yeah. I mean, they look it up on, I don't know if they do some kind of program, and I have no idea.

TESTA Okay, they didn't come out and measure your....

MARTINCIC No, they didn't physically come out, no.

TESTA All right, thank you.

POPP So the one stamped 1990 is a survey from our Engineering Department, by the looks of it, when it was actually developed.

BARINGHAUS And then, based on that survey, does it look like the driveway falls within the Petitioner's property line and there's no encroachment on the neighbor's property?

POPP I mean, according to this, it does not appear. But I don't know that actual survey would say otherwise. I don't know that.

SCHEEL Mr. Chair.

BARINGHAUS Yes, Ms. Scheel.

SCHEEL So would they require it? Does the Inspection Department require an actual new survey be done? If something like this is being done.

POPP We normally would not absolutely have to have a survey, no.

SCHEEL What happens if the neighbors, if there is a neighbor that's saying that'll be encroaching on their property line, how do we resolve that?

POPP Well, a survey would solve that.

SCHEEL I get that.

POPP So is this neighbor saying they have a survey that says otherwise?

KLISZ It's attached.

POPP And that's attached to what, their letter?

KLISZ To their letter. It's dated. Well, it's funny, because there's a date, 5-17-2000 but then the document top part, the description says 11-4-81, but anyway, she highlighted

a spot on the left side. It says, "Note: Patio blocks encroach from adjacent property onto subject property by 3.2 plus or minus as shown." And then it draws a little box.

POPP What was the date on the letter?

KLISZ It's her objection. It says, "The only objection I have..." August 13, 2024, yellow. It's a yellow page. And then she attached. It's much bigger. It got shrunk down. This is what she sent us. That accompanied her letter.

BARINGHAUS It looked like she was just referring to the patio block encroaching.

KLISZ Because her letter says, "The only objection is that a driveway cannot be put between our two houses. The previous form and a survey attached that showed an encroachment of 3.2 feet onto my property. Driveway would be partially on my property. It's his fences now. The garage he wants to put in his backyard has to be only on his property. It cannot back up to the fence, which would include 3.2 feet of my property." Sounds like there's a real....

BARINGHAUS Yeah.

POPP 3.2 feet only, so the patio blocks.

BARINGHAUS Yeah, the letter says....

POPP The fence is not even on this.

KLISZ Right. It could be her misinterpretation of the survey, I don't know.

ROTONDO Then there's another note on the other side. It says, "Boundary survey is needed to determine...."

POPP Yeah, this is from 2000.

ROTONDO Yeah.

POPP I mean, is that patio block even there still?

MARTINCIC What it is... So the previous owner between the fence, so there's a patio block that runs maybe, like two feet by the length of the right under the fence, with the fence closes, and it's still been there. It was there previously, the fence was there previously, the gate was.

POPP I mean, neither this mortgage survey, or the survey from Engineering there includes a list of what that fence is. I would have to say the mortgage survey, if the fence is 9.8 feet from the side for the garage, and that's ten-something feet from his house to the

fence, that they both agree that the fence is on the property line. I don't know what else to say there.

KLISZ Gotcha.

POPP Because his survey from Engineering showing like ten-something feet from the back corner of his house.

MARTINCIC And that's 10 feet that I got from the inside of the fence. And then there's the four by four of steel adds another couple of inches.

POPP The City requires the fence on the property line.

MARTINCIC Right.

POPP Because this isn't, actually, this wasn't a field survey. This wasn't like she just had a survey.

KLISZ No. Right.

POPP This is from—

KLISZ Exactly.

POPP 5-17 in 2000.

KLISZ I guess it just becomes, is it something that we should look into, or is that... is she just off, that's....

POPP I mean, we can certainly verify from the fence to her back corner of the house and from the fence to his house. And if they agree, they agree, if not--

KLISZ Right. Then it's an issue.

POPP We can request a survey. I don't know what else to do with that.

BOLOVEN Mr. Chair.

BARINGHAUS Mr. Boloven.

BOLOVEN Mr. Popp, if this Board does approve this right now. What's in front of us is just the size... which there could be potentially setback issue, if there really is a survey boundary line issue, what happens? Does it come back before this Board on that issue, or...?

POPP I would think we could just move it over if it's an actual setback issue to the property line. So it's got to be five feet off the property line, right? Just... you have to have 10 feet in between structures. So potentially, someone else could build a shed at the back of the property, and then the structure would have to be fire rated, so it has to be at least five foot off the property line.

BOLOVEN Are you willing to do that?

MARTINCIC Yeah, that's fine. Yeah, I do. But, but wasn't there a fire rating? You said it was three if you fire rated the one side of the wall, or no?

POPP If you fire rate the one side of the wall, then you can drop it down to three, correct.

BOLOVEN Either way. Here's what I don't want to see, is that all of a sudden you go through all this and then you're back before the Board again, because you got a setback issue.

MARTINCIC Well, I mean, if it takes getting a survey, then so be it.

BOLOVEN Thank you. Mr. Chair.

BARINGHAUS Any other questions?

ROTONDO Mr. Chair.

BARINGHAUS Yes, Mr. Rotondo.

ROTONDO Question for the Petitioner, do you... so is your property like an L-shape? Do you own what's identified as lot 19 on the...?

MARTINCIC Yeah, it's a weird-- I mean, everyone's acreage is the same. It's just for whatever reason, when they built that house, it's only 80 frontage versus everyone had 100 by 300 so the neighbor that's got the issue with the driveway, they have 120 by, I believe it's 212, so deep. And actually, I mean, if you really want to get on the survey one, if you go off these measurements, the fence that they have on that dog leg is about 15 feet further back than it should be. It should be closer to their house, but I mean, again, I don't... I just mow the lawn over there. It's not an issue.

BARINGHAUS Thank you. Okay, any other questions? Okay, very good. Is there anybody in the audience? Anybody else in the audience wants to speak to this?

FREDA Good evening. I'm Lindsey Freda, 17251 Fairfield Street. I live directly across from Mr. Martincic. I can attest to the fact that he fairly maintains his property. He keeps a very tidy yard and utilizes a lot of the equipment. Because we have such significant lot sizes,

we have to have large lawn equipment and other items that can crowd the garage, which we like to use at our property for the storage of our vehicles, based on the fact that we reside in Michigan, and the climate is not always conducive to keeping cars neat and tidy. That being said, I know Mr. Martincic personally, I've had him, I've actually contracted him to do work for me. So I know he is a sound builder. I know that he would improve the property value with this proposed structure, because I firsthand can speak to the quality of craftsmanship that he has done for me, which I imagine he would do at a minimum as well for his own property that he's done for me. So I am in full support, as is my husband and our neighbors, both adjacent neighbors. We have no issues.

BARINGHAUS Thank you.

FREDA You're very welcome.

BARINGHAUS Secretary Klisz, do we have letters?

KLISZ We do. We have a letter of approval, David Sykes, 17330 Fairfield [letter was read]. We have a letter from Susan Hafner, 17311 Fairfield [letter of objection was read]. Letter from Linda Sipps, 17310 Fairfield [letter was read]. Those are the letters.

BARINGHAUS Thank you. Is there a closing comment?

BOLOVEN Mr. Chair. This one?

KLISZ She sent two.

BOLOVEN Oh, okay.

KLISZ I can't read twice. One was for the first meeting. This was the more recent one.

BARINGHAUS Okay, great. Would you like to make your closing comment?

MARTINCIC No, I just hope you guys review it. I mean, I'm hope I'm not out of line asking for such a thing. And it's in your guys' hands.

BARINGHAUS Thank you. Okay, great. I will close the public portion of the meeting and we will begin the Board's comments with Mr. Testa.

TESTA Thank you, Mr. Chair. So at first I was thinking this proposed garage was a little too big. It is excess, in excess of 372 square feet. But when you consider the total overage, it's only 114 square feet over. So what that shows me is that your current garage, with this size lot, I understand the need for the second garage. I can be in favor of this based on the explanation of what you have and what the neighbors said about your lot. I do have a little bit of

pause regarding the survey or the questions from the comment from your one neighbor, it sounds like they're only talking about the blocks and not the proposed garage itself. You already answered that. If it does become a problem, you can just scoot the garage over. So I think I'm okay with an approval for tonight.

BARINGHAUS Thank you. Mr. Boloven.

BOLOVEN Thank you. I would be in support of a tabling. I think the survey issue needs to get resolved before this Board makes a decision, just because you can have setback issues, along with other issues. I'm struggling with the 24 by 24 when a previous Board back in '04, with more of a hardship, in my opinion, lowered it down to a 20 by 20. I think it's still overage with the 20 by 20. As calculated, you're still over in the total area. It gives the garage and gives driveway, and everything's within set. So I could be in support of tabling tonight with the Petitioner and his table to take that into consideration before coming back before the Board.

BARINGHAUS Thank you. Secretary Klisz.

KLISZ I agree in part with Mr. Boloven as to the survey part of things, I think the Petitioner is like, "Hey, I could go get a survey." It just it's too questionable, the note that the neighbor point about the fence is not right and whatnot. It would just be so simple to have an official survey that is not going to put anything in doubt. We can see exactly where it is, where it can go. When it comes to the size, actually, I think the overage is less than what was approved on the other neighbors. You know, we can go back and forth in garages, basements and that kind of thing. But I'm not really disturbed about the size. I just want to make sure that it's put in the right place and the survey, I think, is a must so I will be in support of the tabling.

BARINGHAUS Thank you. Mr. Rotondo.

ROTONDO Yeah, I'm in support of the shed, the size of the design, obviously, this is a pretty large parcel, and it, you know, it's a large parcel and it fits in that area. And the Petitioner owns the property on the side of it as well, and it backs up to a tree line and then Rotary Park. So it's really not disturbing anyone behind him, and I can understand the hardship of him needing to store his vehicle with valuable tools and equipment in it.

BARINGHAUS Okay, thank you. Ms. Scheel.

SCHEEL I also agree with the size of the shed and the need for it and the placement of it looks fine. Again, that's depending on what this... if you choose to get a survey or what we require tonight. I'm slightly concerned with that, because the neighbor did mention that and that I don't want to brush off, but I can go either way on that, knowing that if it if you're agreeable to a further setback that's required, then that would be done. But I do agree with the fact that this size would be well utilized in keeping your personal items safe. Thank you.

BARINGHAUS Okay, thank you. I did have some initial concerns about the size of the shed as well, but again, depending on how you look at it, the overage doesn't appear to be as large as it does initially on paper. The other thing is, there's probably two similar structures in the neighborhood that are, I'd say, larger than a typical, traditional yard shed. Those units are placed closer to the street, which are more visible to the neighbors. Yours is set back fairly deep in your property. Also, another thing is that you indicated you would remove the plastic shed that you currently have, which is fine. I do have a question for you. I was looking at Google Earth. It seems like you have some, some material or something in the far corner of your yard or you had this at one time? That's not another outbuilding, is that?

MARTINCIC No, no, there's a kids' play thing that's up on stilts. Okay, right now, the zero-turn mower is partially underneath that.

BARINGHAUS Okay, so at this point you would just have the one plastic shed in the yard.

MARTINCIC That's what I have now, but I mean....

BARINGHAUS You're willing to remove that.

MARTINCIC Right.

BARINGHAUS Okay. That would be a good offset there too. You know, in terms of the property line, I had some concerns where Mr. Popp brought up the point that they could measure it from the street to the back of the property. And if there's some discrepancies, they can adjust the location of the proposed structure as well, which I think would be a good workaround, and probably be a little more expedient at this point. So based on that, I'm in favor of the variance. With that the floor is open for a motion.

BOLOVEN Mr. Chair, just a point of clarity. I usually keep good track of where this Board is. Is the majority within it tabling right now? Are we within an approval? Approval with condition? Table to get the survey?

BARINGHAUS I'm thinking... I'm reading it as an approval with conditions. Anybody else has a different opinion?

BOLOVEN That's why I'm asking. I'm confused. There was agreement on the survey for a bunch of people, but I don't know if it's an approval with condition or if it's a get the survey, table, and come back.

SCHEEL I have approval with condition.

BOLOVEN Condition, yeah, what's the condition?

ROTONDO Well, just making sure that it's on the property line.

BOLOVEN So how do you prove it as presented? If it's... not as presented....

KLISZ Right, where's the problem?

BOLOVEN I don't think we can approve the conditions is the point I'm coming to.

FISHER Your condition would be frustrated [inaudible].

BOLOVEN So you might as well just table it.

FISHER Well, I'm not going to go there.

[Laughter]

BOLOVEN What's the easiest path for this case?

FISHER Oh, I'd say approval with conditions. [Inaudible]

BOLOVEN It's approval with conditions, but what happens if he runs into... what's the condition on it, on approval?

FISHER The condition is that... well.... We have a survey and it shows....

BOLOVEN What if the survey shows he's not in line and what happens, he's back in front of us?

TESTA Does he have to pay another fee?

FISHER No, [inaudible] unless he changed the proposal.

SCHEEL Why would--

BOLOVEN Would he—sorry. Would it be a new petition then, if we approve him tonight?

FISHER Well, what's the condition?

SCHEEL [inaudible] setback.

BARINGHAUS Yes.

POPP Wouldn't this because he's asking for three-foot setback from the property line. Wouldn't that setback still apply regardless of where the property line is?

BOLOVEN I didn't think there was a setback issue.

POPP He's got drawn under a three-foot setback to the property line with understanding that you had to make that wall a firewall.

SCHEEL Right, yeah.

POPP So if the property line shifts two foot over, it would still be a three-foot setback that he would be shooting for. So I don't know where that would be.

BOLOVEN So you're not gonna... because you don't have to play right now the public notice. So if that line truly moves, you're not gonna have a setback issue, you're saying?

POPP We don't have a setback issue, really, because he was saying he was gonna do a three-foot setback to the property line with that wall as a fire-rated wall. So if the property line moves two foot, you could still do the three-foot setback from the actual property line.

BOLOVEN But he's got to move the building, is what I'm saying. It can't be where it's built as presented tonight.

POPP Well, he has it presented as three-foot off the property line, as location, right? So if the property lines moved, it's still three foot off the property line.

[Inaudible crosstalk; laughter]

BOLOVEN So say the survey moves. He's got a three-foot setback. He's still going to need that three-foot setback. So he's got, he's got to move the building.

SCHEEL But it goes with the property line.

POPP But it's, he's three foot from the property line right now is where he's proposing. So if the property line, regardless of where the property line is, he's saying it's still three foot off of it.

BOLOVEN If that property line moves, though, he can't build as presented this evening..

ROTONDO No, because he drew it on the site plan. It's three feet off the property line.

BOLOVEN I know. He's got to move it.

ROTONDO From the property line. Wouldn't--

BOLOVEN He'd still have the three foot.

POPP I guess. Mr. Fisher, can you pipe in on this?

FISHER Well, okay, right. It sounds like the current issue is, what do we mean by setbacks, and we don't mean anything about setbacks. That's not what this case is about. All we're talking about is, I guess the real thing we're looking for is, what does it mean "as presented?" And if "as presented" means it has to occupy the exact physical space it is right now, then Chris has got a point. On the other hand, if "as presented" means you look at the picture and then you lay it on the land, and then build accordingly. Then it, "as presented," is just fine.

BOLOVEN So which is it?

KLISZ We don't use the words "as presented."

[Laughter]

KLISZ We could use that the Petitioner's project must be three foot from the property line as determined by the survey.

BOLOVEN Then he can go and move it out to the other side of the property.

KLISZ Isn't that fine?

BOLOVEN I'm saying.

KLISZ I mean, we need a....

POPP So, say, three foot off the south property line as presented by survey. And then that would cover both bases.

BOLOVEN All right. I'm good right now, thank you. I'm not making the motion, so....

[Laughter]

BARINGHAUS Any other questions or comments? Okay, do I have a motion? I'll give it a shot. Okay. Resolved that the variance sought in Appeal Case No. 2024-06-22 filed by Roman Martincic, be granted for the following reasons and findings of fact: the uniqueness requirement is met due to the size and shape of the Property. Denial of the variance would have severe consequences for the Petitioner due to limited storage of property at his residence. The

variance is fair in light of the effect on neighboring properties and in the spirit of the zoning ordinance due to similar structures in the neighborhood and a general consensus amongst the neighbors, the property itself is classified as RUF, Rural Urban Farm District, under the Master Plan, and the proposed variance is not inconsistent with that classification. Further, than the variance be granted with the following conditions: one, that the proposed structure maintained a three-foot setback from the south property line, and secondly, that the existing plastic shed on the property be removed.

TESTA Support.

BARINGHAUS Motion by Baringhaus, support by Mr. Testa. Discussion? Secretary Klisz, will you please take a vote.

RESOLVED: 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

be granted for the following reasons and findings of fact:

1. That the uniqueness requirement is met due to the size and shape of the property,
2. That denial of the variance would have severe consequences for the Petitioner due to limited storage of property at his residence,
3. That the variance is fair in light of its effect on neighboring properties, and in the spirit of the zoning ordinance due to similar structures in the neighborhood and a general consensus among the neighbors, and
4. That this property is classified as Low Density Residential, under the Master Plan, and the proposed variance is not inconsistent with that classification.

Further, that the variance **be granted** with the following conditions:

1. The proposed structure will maintain a three (3)-foot setback from the south property line.
2. The existing plastic shed will be removed.

ROLL CALL VOTE

AYES: Baringhaus, Testa, Klisz, Rotondo, Scheel

NAYS: Boloven

Absent: Coppola

PASS/FAIL/TABLED: PASS: PASS

KLISZ Ms. Scheel.

SCHEEL Aye.

KLISZ Mr. Rotondo.

ROTONDO Aye.

KLISZ Mr. Testa.

TESTA Aye.

KLISZ Mr. Boloven.

BOLOVEN Nay.

KLISZ Secretary Klisz votes aye. Vice Chairman, or Chairman Baringhaus.

BARINGHAUS Aye.

KLISZ Passes five to one.

BARINGHAUS Okay, very good. Your variance has been approved. Again, just touch base with the Inspection Department to make the final arrangements. Congratulations.

MARTINCIC Thank you, sir. So for the survey, is it going to be through that, or is it? How does it work?

POPP You'll have to pay a private survey company to come out, survey the property.

MARTINCIC Okay.

POPP Then just bring us the results. Well, you'll get the results of the survey. You can bring it to the Building Department.

MARTINCIC Okay. Thanks, everybody.

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)

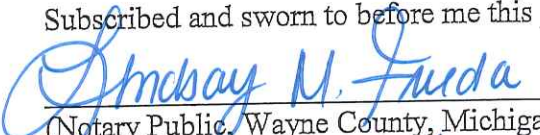
The undersigned being duly sworn, deposes and says that the foregoing statements and answers herein contained and accompanying information and data are in all respects true and correct to the best of (his/her) knowledge and belief, and that the undersigned personally undertakes to see that the property 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: 

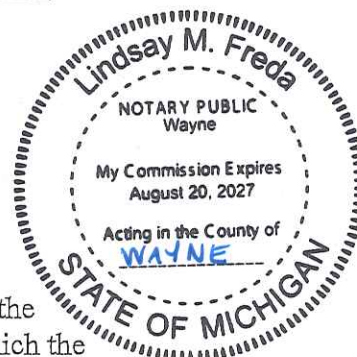
Please print name of property owner: ROMAN MARTINCIC

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


(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:

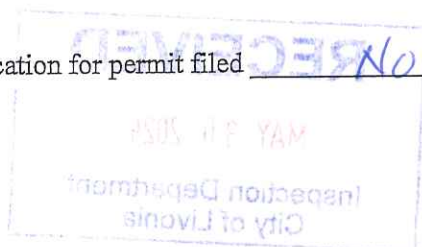
ONLY ONE GARAGE IS PERMITTED ON RESIDENTIAL PROPERTY.

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

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.

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

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 ONE KIND OF

TRAILER ALLOWED NOT 3 & A BOAT LIKE

NOW! I FEEL THAT I LIVE IN A TRAILOR

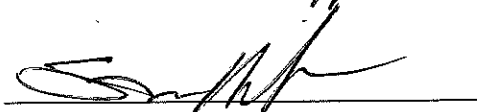
PARK! SO NO MORE THAN 20' X 20' NO DRIVEWAY

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 -

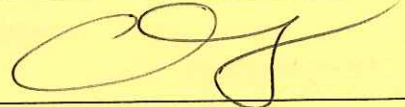
I FULLY SUPPORT THE PROPOSED DETACHED ACCESSORY
BUILDING. IT IS CONSISTENT WITH MANY OTHER PROPERTIES
ON OUR STREET. I HAVE ONE IN MY REAR YARD AND
MY NEIGHBOR NEXT DOOR HAS ONE I BELIEVE THE SAME OR
SIMILAR IN SIZE TO THE PROPOSED STRUCTURE. THERE ARE ALSO
ACCESSORY BUILDINGS AT OTHER HOMES ON OUR STREET 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: _____

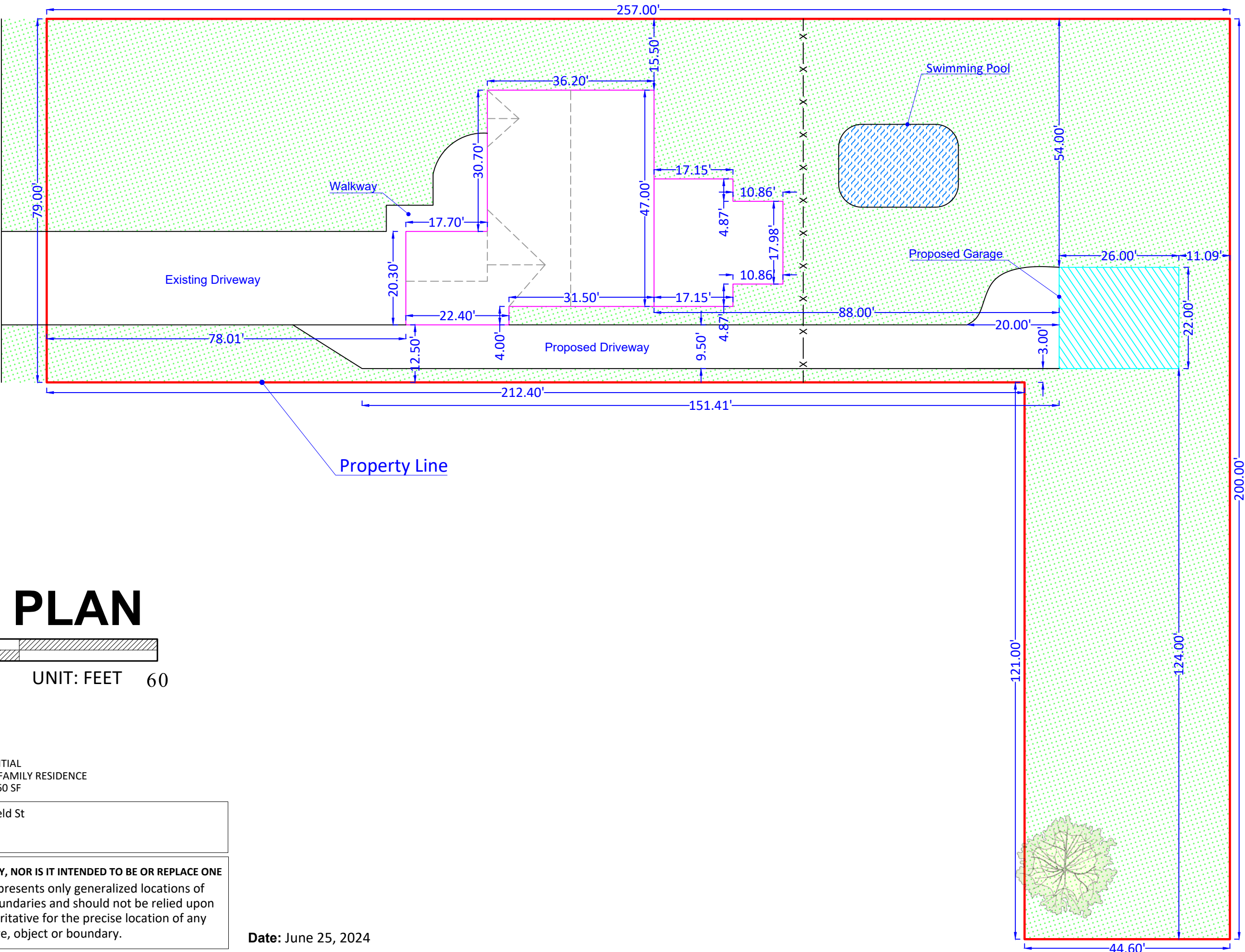
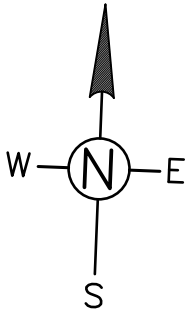
Name: _____

Address: _____

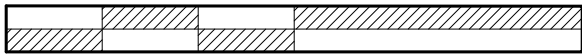
David Sykes
DAVID Sykes
(Please print)

17330 Fairfield St.

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

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

656.85

REM

656.72

656.54

100'

100'

658.76

84

658.76

26

657.44

657.25

44.6 REM

+ 3' SET
BACK

121.0 REM

657.51

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

659.71

48

660.19

26

660.31

12.5

48.0

660.52

31.6

660.93

660.24

93.7

660.52

20.3

660.72

660.99

17.0

660.99

17.7

660.93

660.74

76

660.74

75.0

660.45

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76

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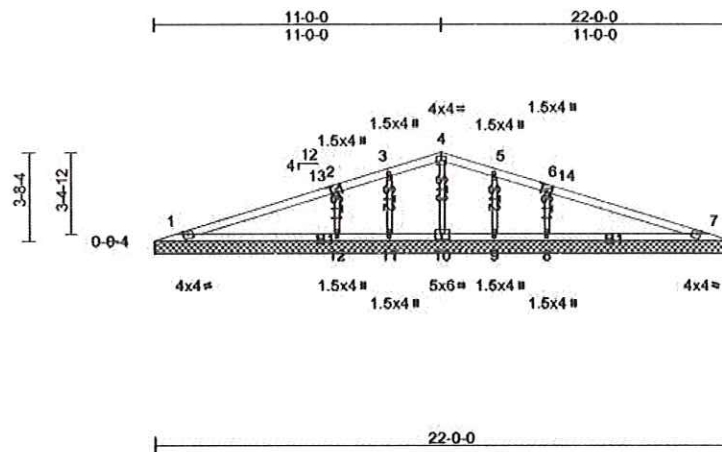
76

660.74

75.0

660.45

Job QTRC059988	Truss T1DE	Truss Type COMMON	Qty 2	Ply 1	Job Reference (optional)
Midwest Manufacturing, Eau Claire, WI					
Run: 8:59 8/8/23 Aug 28 2018 Print: 6:230 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

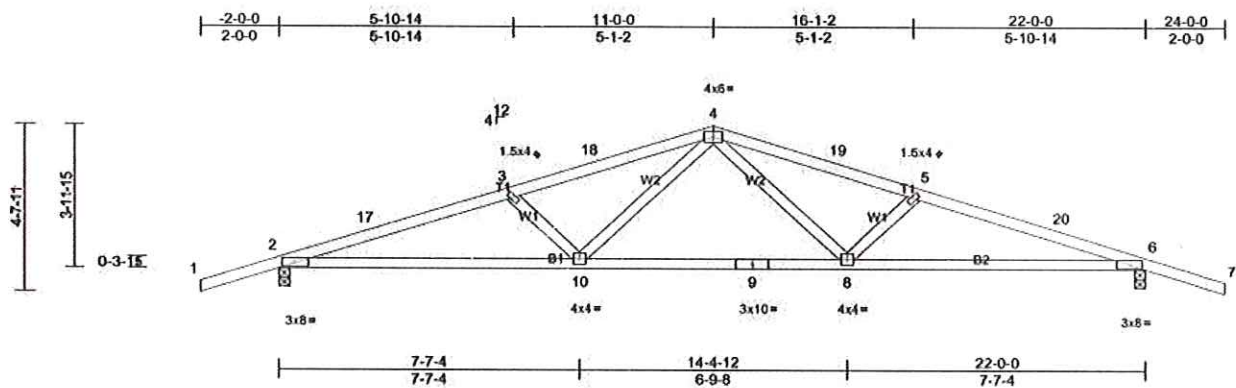
Job QTREC0807279	Truss C11022	Truss Type COMMON	Qty 1	Ply 1	Job Reference (optional)
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Midwest Manufacturing, Eau Claire, WI

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: DYVQ73xqvLJT6YKtazpYt-bLRbsSOMZHY?XO6n1DcE4tblkz8rUcFNB8 vido



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

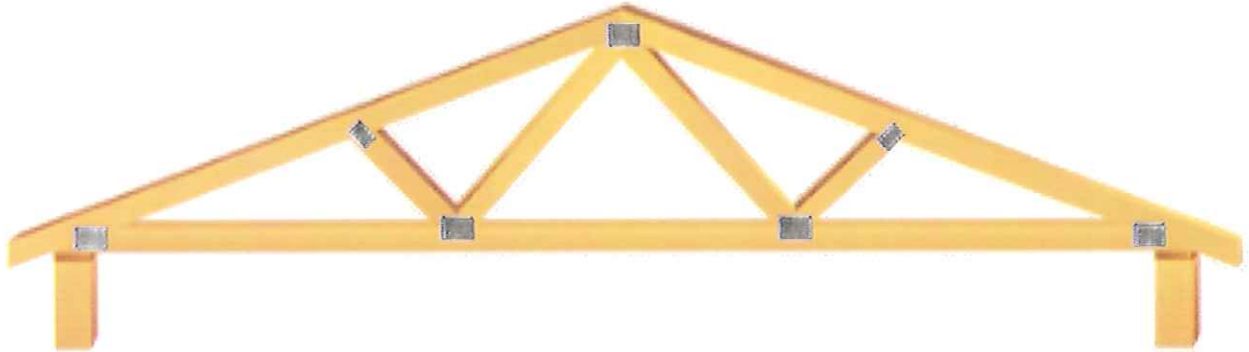
- Unbalanced roof live loads have been considered for this design.
- Wind: ASCE 7-16; Vult=115mph (3-second gust) Vasd=91mph; TCDL=4.2psf; BCDL=6.0psf; h=25ft; Cat. II; Exp B; Enclosed; MWFRS (envelope) exterior zone and C-C Exterior(2E) 2-0-0 to 0-9-12, Interior (1) 0-9-12 to 8-0-0, Exterior(2R) 8-0-0 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

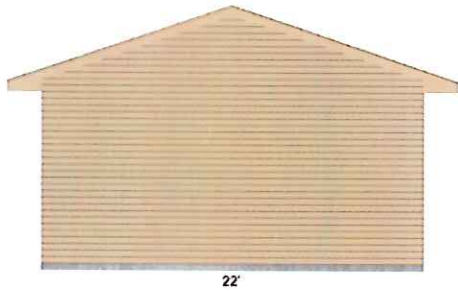
Openings

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

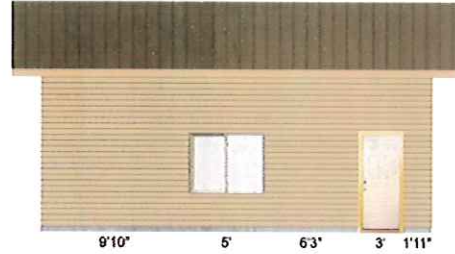
For other design systems search "Design & Buy" on Menards.com

Wall Configurations

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

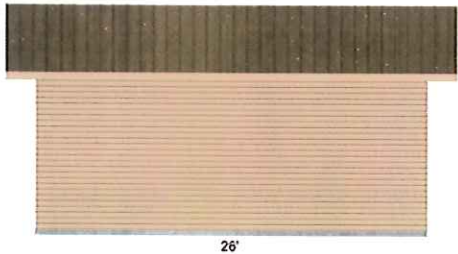


ENDWALL B

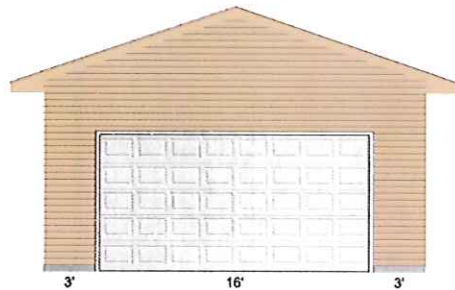


SIDEWALL D

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



SIDEWALL C

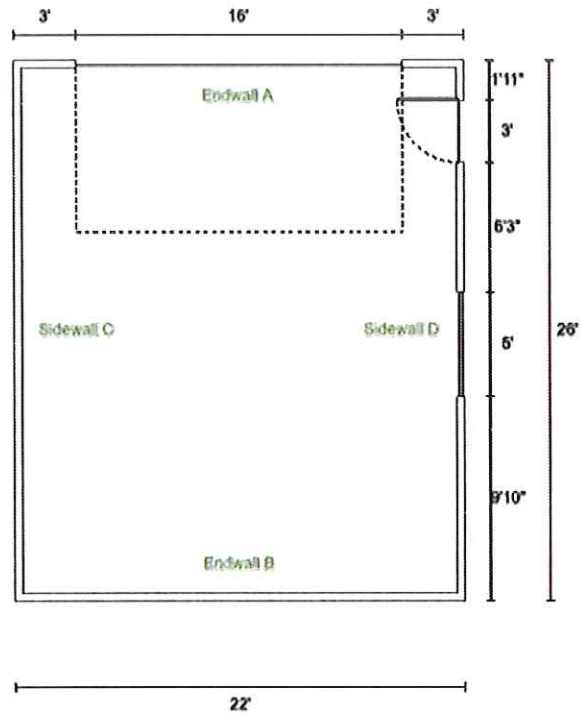


ENDWALL A

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.

MENARDS MAKES NO REPRESENTATIONS, ORAL, WRITTEN OR OTHERWISE THAT THE MATERIALS LISTED ARE SUITABLE FOR ANY PURPOSE BEING CONSIDERED BY THE GUEST. BECAUSE OF WIDE VARIATIONS IN CODES, THERE ARE NO REPRESENTATIONS THAT THE MATERIALS LISTED HEREIN MEET YOUR CODE REQUIREMENTS. THE PLANS AND/OR DESIGNS PROVIDED ARE NOT ENGINEERED. LOCAL CODE OR ZONING REGULATIONS MAY REQUIRE SUCH STRUCTURES TO BE PROFESSIONALLY ENGINEERED AND CERTIFIED PRIOR TO CONSTRUCTION.

RECEIVED

MAY 30 2024

**Inspection Department
City of Livonia**

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

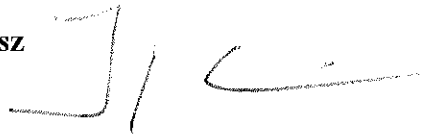
Meeting Date: August 13, 2024

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



ROMAN MARTINCIC
17320 FAIRFIELD

REF: DETACHED GARAGE
LOW DENSITY RESIDENTIAL

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

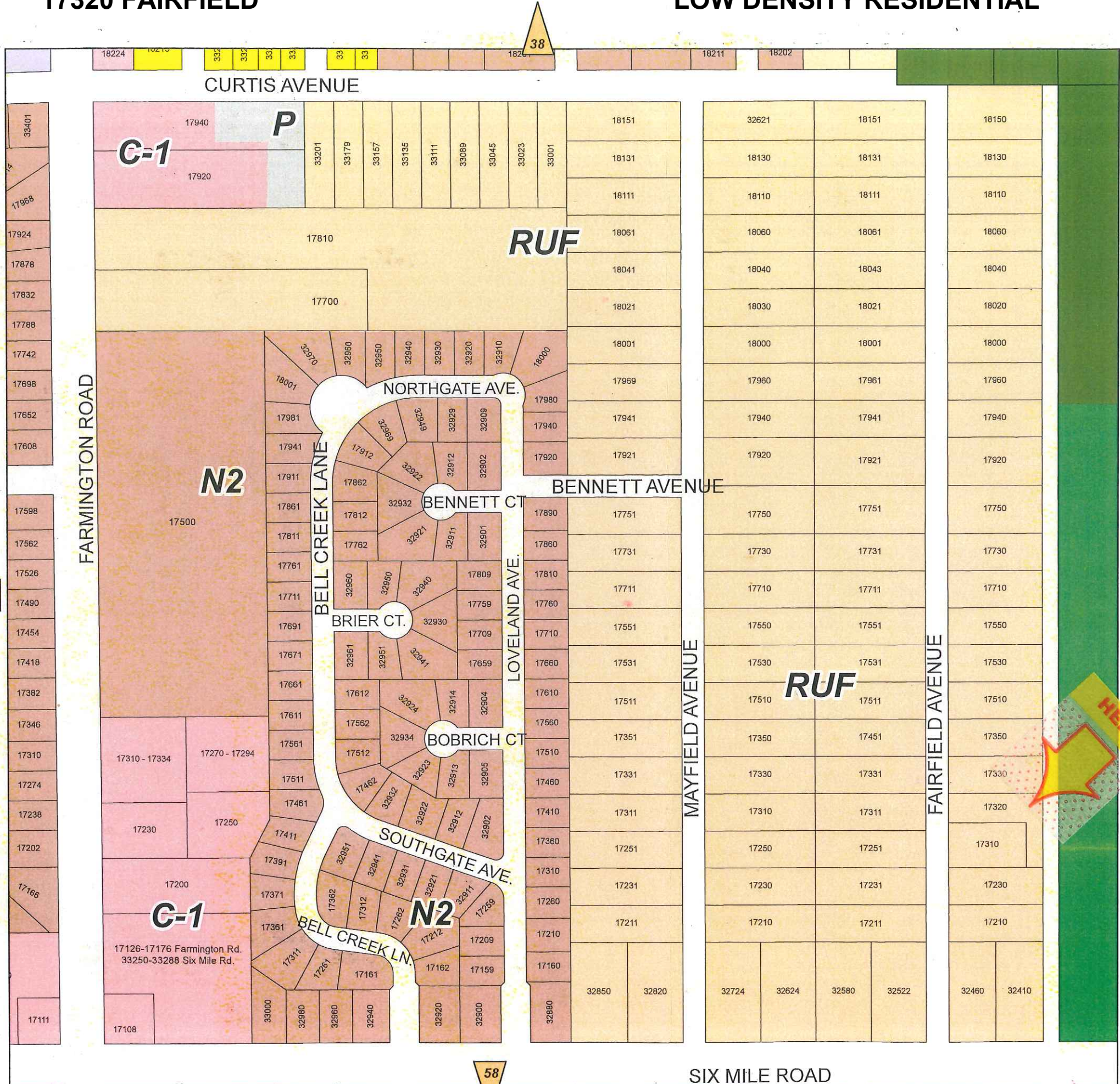
S.W. 1/4 Section 10

City of Livonia

T. 1 south, R. 9 east

Wayne County, Michigan

Copyright 2001, City of Livonia



ZONING BOARD OF APPEALS

ZONING BOARD MEMBERS

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JAMES. M. BARINGHAUS, VICE CHAIRMAN
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BRIAN MEAGHER
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MIKE TESTA



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

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LAURA M. TOY

PUBLIC NOTICE AUGUST 22, 2025

APPEAL CASE NO. 2025-05-15, 16184 Middlebelt (Tabled on June 3, 2025): an appeal was made to the Zoning Board of Appeals by Najae and Donovan Dixon, Belmond Properties, LLC, on behalf of Socialite Event Lounge, LLC, seeking to increase the previously approved occupant load from 49 persons to 150 persons to establish a banquet facility, as defined by the Livonia Zoning Ordinance, resulting in a banquet facility in a C-1 zoning district, which is prohibited, and a banquet facility less than 300 feet from a residential zoning district.

Separation from a Residential District

Required: 300 feet
Proposed: 0 feet
Deficient: 300 feet

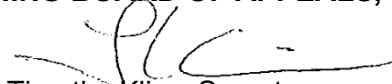
This Corridor Commercial property is located on the east side of Middlebelt (16184), between Sunnydale and Terrence Avenues, Lot. No. 050-01-0336-002, C-1, Local Business, rejected by the Inspection Department under Livonia Zoning Ordinance, Section 2.01 (8) Banquet Facilities & 6.14 Banquet facilities – standards for use.

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.

Agendas, minutes, and other meeting documents may be accessed at the following URL:
<https://livonia.gov/129/Agendas-Minutes-and-Meeting-Documents>

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 9, 2025, 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.

2025-05-15
September 9, 2025

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.

Address:



CITY OF LIVONIA
INSPECTION DEPARTMENT

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

33000 CIVIC CENTER DRIVE
LIVONIA, MICHIGAN 48154
421-2000

Applicant	<u>Najae Dixon and Donovan Dixon</u>	Address	<u>27150 Devonshire, Southfield, MI 48076</u>
Owner	<u>Belmond Properties, LLC</u>	Address	<u>24500 Northwestern Hwy., Southfield, MI 48075</u>
Lessee	<u>Socialite Event Gallery, LLC</u>	Address	<u>16184 Middlebelt Rd., Livonia, MI 48154</u>
Location	<u>East</u>	Side of	<u>16184 Middlebelt</u> Street
Between	<u>Sunnydale Ave.</u>	And	<u>Terrence Ave.</u>
Lot No./Parcel No.	<u></u>	Subdivision	<u></u>
Zoning District	<u>C-1</u>	Lot Size	<u></u> Alley <u>n/a</u>
Present Use	<u>Local Business (C-1)</u>	Proposed Use	<u>General Business (C-2)</u>
Present Building Size	<u>3,534 Sq. Ft. (Tenant space)</u>	Proposed Building Size	<u>(no change)</u>
Present Height of Building	<u>n/a</u>	Proposed Height	<u>n/a</u>
Allowable Lot Coverage	<u>n/a</u>	Proposed Lot Coverage	<u>n/a</u>

Proposal : Seeking to increase the previously approved occupant load from 49 persons to 150 persons to establish a Banquet Facility, as defined by the Livonia Zoning Ordinance, resulting in a Banquet Facility in a C-1 zoning district, which is prohibited, and a Banquet Facility less than 300 feet from a Residential zoning district. Separation from a residential district required: 300 feet; Proposed: 0 feet; Deficient: 300 feet.

Reason for Rejection Livonia Zoning Ordinance, Section 2.01 (8) Banquet Facilities & 6.14 Banquet facilities - standards for use.

Deficient Side yard	<u></u>	Deficient Front Yard	<u></u>	Deficient Rear Yard	<u></u>
Deficient Lot Area	<u></u>	Deficient Lot Area Per Room	<u></u>	Encroachment	<u>300 ft. separation</u>
Excessive Lot Coverage	<u></u>	Excessive Height	<u></u>	Increasing No. Units	<u></u>
Use Prohibited	<u>Banquet facility in C-1 district</u>	Deficient Parking Spaces	<u></u>	Increasing Area and Bulk	<u></u>

Remarks Aside, International and State Building Codes will require modifications to the structure for change the change of occupancy type in order to accommodate the added occupant load.

Plans and Application examined by  Date May 7, 2025

APPLICATION FOR VARIANCE

Belmond Properties LLC	16100 MIDDLEBELT	LIVONIA	48154		
(Owner of Premises)	(Street Address)	(City)	(Zip Code)	(Telephone)	(Fax)
Socialite Event Gallery, LLC	16184 Middlebelt Rd	Livonia	48154	248-864-9734	
(Lessee)	(Street Address)	(City)	(Zip Code)	(Telephone)	(Fax)
(Contractor)	(Street Address)	(City)	(Zip Code)	(Telephone)	(Fax)

The property address is 16184 MIDDLEBELT RD LIVONIA MI 48154

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.

- Are there any deed restrictions or subdivision rules or restrictions on the property? If so, what are they?
Based on attached lease agreement, there are no subdivision rules or restrictions on the property.
- Give legal description of property involved, or attach a deed or other document which contains the legal description of the property:
See 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.

- Please explain how the practical difficulty you claim is unique to your property, and does not exist elsewhere in the City:
See attached.
- Please describe what the difficulty involves beyond mere inconvenience or inability to earn a higher financial return:
See attached.
- Explain why you think this variance would be fair to the neighbors and others who might be affected. See attached.
- 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
- If you have not attempted to have the zoning ordinance amended, why hasn't this attempt been made?
I was advised that the best course of action would be to first seek a variance for the change of use to the subject property.

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

9. If you have not attempted to have the property rezoned, why hasn't this attempt been made? After seeking a variance I plan to seek a permanent change of use for the property.

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.

LESSEE

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.

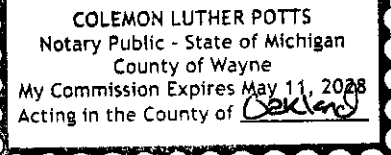
Signature of ~~property owner~~ ^{Lessee} Najae Dixon

Please print name of ~~property owner~~ ^{Lessee} Najae Dixon

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 5 day of May, 2025

[Signature]
(Notary Public, Wayne County, Michigan)
My Commission expires 05/11/2028



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

NOT TO BE COMPLETED BY APPLICANT

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

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

(Supervisor)

Application for permit filed _____ Violation Issued _____



DETROIT LEGAL GROUP

EST. 2010

REAL ESTATE CRIMINAL COMMERCIAL
CONTRACTS PERSONAL INJURY FAMILY

May 5, 2025

Re: Application for Variance
16184 Middlebelt Rd
Livonia, MI 48154

To: City of Livonia Building Department
33000 Civic Center Drive
City Hall Annex
Livonia, MI 48154

To Whom It May Concern:

Please find enclosed Application for Variance. Thank you
in advance for your time and consideration.

Best Regards,

Dated: May 5, 2025.

/s/ Coleman L. Potts

Detroit Legal Group, PLLC
Colemon L. Potts, Esq.

26700 Lahser Rd, Suite 330
Southfield, MI 48033
(313) 962-4954



REAL ESTATE CRIMINAL COMMERCIAL
CONTRACTS PERSONAL INJURY FAMILY

Attachment to Variance Application Questions 3-5:

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

- Socialite Event Gallery (“SEG”) is a 4,237-square-foot venue that can comfortably and safely accommodate over 150 guests. The business was originally established in 2021 during the COVID-19 pandemic, at a time when, upon information and belief, city inspections and enforcement of occupancy regulations were limited or suspended. From what I understand, no official change of use permit was issued but the business has been operating with a de facto capacity of 150 guests for the past four years. Since its formation in 2021, SEG has only been operated by two different ownership groups. The current ownership group inherited it under the occupancy assumption. I am not currently aware of this issue existing anywhere in the City of Livonia. However, the hardship imposed by the current zoning ordinance is unique because it retroactively alters the operating conditions of a fully established business, not due to any change in use or structure, but solely due to an inspection that took place when we were seeking our permit to confirm

compliance with the zoning ordinance. Additionally, as one of the first few event venues of its kind in the area, Socialite operated in a regulatory gray area prior to the development of formal standards for such businesses. This makes its situation distinct from others in the city.

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

- Following the recent inspection on April 16, 2025, we were informed that Socialite Event Gallery is subject to a maximum occupancy of 35 guests because of the type of business license or zoning. This change affects dozens of upcoming events, many of which have been booked months in advance for guest counts well over that limit. For May and June alone, nearly every weekend is reserved for large events. Enforcing this new occupancy would result in client cancellations, contract breaches, and the need to refund over \$40,000 in deposits and payments. Such a financial burden would likely result in the permanent closure of the business. Furthermore, this sudden change would force families—many of whom are celebrating once-in-a-lifetime milestones such as weddings and memorials—to scramble for alternative venues on short notice during peak season, when most other venues are already fully booked. The hardship goes far beyond financial inconvenience and threatens the survival of the business as well as the plans of dozens of community members.

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

- As mentioned above, the variance would not surprise nor prejudice the neighbors who are probably under the same capacity assumption we were when purchasing the business. Socialite Event Gallery has been a valued member of the community since 2021, hosting a variety of events including weddings, baby showers, milestone birthdays, anniversaries, and repasts. As one of the few venues in Livonia capable of accommodating over 100

guests, Socialite fulfills a unique and important need for the community. The business also contributes to the local economy by attracting visitors who support nearby restaurants, gas stations, grocery stores, and other small businesses. We do not have any personal knowledge of any complaints related to noise, traffic, or nuisance, and have always strived to be a respectful neighbor. With the exception of graffiti that displayed a racial slur on the back of our building, there have been no issues that we are privy to. Granting this variance would not only allow Socialite to continue its positive contributions to the community but would also align with the spirit of the Zoning Ordinance by supporting responsible and beneficial commercial use of the property without adverse impact to surrounding residents or businesses.

Socialite Event Gallery
16184 Middlebelt Rd
Livonia, MI 48154

August 11, 2025

Dear Neighbor,

We want to begin by thanking you for your continued engagement and for sharing your concerns regarding Socialite Event Gallery. Your feedback has helped us identify areas for growth and highlighted some misconceptions about who we are and how we operate. As proud members of the Livonia community, we're reaching out to reintroduce ourselves, outline how we address key concerns, and respectfully request your support as we seek approval to increase our venue's occupancy limit to 150 guests.

About Us:

Socialite Event Gallery is a private event venue that hosts weddings, baby showers, birthday celebrations, and milestone gatherings. Since opening in 2021, we've welcomed hundreds of families—many of whom are local residents—who bring business to nearby shops, restaurants, and services. As of August 2024, we are under new ownership and have made significant improvements to align our operations with the values of our community.

We recognize that past issues related to noise, traffic, and trash have been concerning. Please know we've taken these concerns seriously and implemented the following policies to address them:

Our Commitments to the Community:

- **Parking & Traffic:**
Our plaza offers approximately 200 designated parking spaces, which is sufficient to accommodate guests without affecting nearby businesses or residential streets like Terrence Street.
- **Noise Management:**
All events must end by 11:00 PM, at which point music stops and cleanup begins. Guests and vendors are expected to complete cleanup and exit the premises by 12:00 AM, in full compliance with Livonia's noise ordinance. On rare occasions (e.g., New Year's Eve), extended hours may be granted, but only with an on-site event attendant present to monitor noise levels (kept below 55 dB) and enforce venue policies. DJs and live musicians must maintain appropriate volume levels throughout the event or risk client penalties.
- **Cleanliness & Trash:**
Clients are required to clean up after each event, including removing trash and checking outdoor areas. SEG staff also conduct thorough perimeter checks after every event to ensure nothing is left behind.
- **Loitering & Crowd Control:**
Loitering in the parking lot is prohibited. For events with 100+ guests or any event open to the public, an event attendant or security personnel is required to enforce all policies and ensure respectful behavior. Please note, firearms are strictly prohibited on-site.
- **Alcohol Compliance:**
Alcohol may only be served by licensed, insured bartending vendors. Service is strictly limited to guests 21 and over, with proof of age required for anyone appearing under 36. Service must stop at least 30 minutes before the end of the event, and no alcohol may be brought in or taken out by guests. Vendors are prohibited from serving anyone who is underage or visibly intoxicated, and

clients are expected to take steps to prevent impaired driving. Violations of these policies will result in immediate termination of the event and possible police involvement.

To reinforce accountability, a refundable \$300 security deposit is collected from each client. Deductions are made for violations of noise, cleanliness, loitering, and safety policies.

Why We're Requesting Increased Occupancy:

An increase to 150 guests will allow us to better accommodate families and growing guest lists for private, celebratory events. Very few event spaces in Livonia offer this capacity, and we want to meet the needs of our clients without sacrificing community peace. With our improved structure and policies in place, we're confident this increase will not disrupt the neighborhood.

We'd love the opportunity to connect with you directly and are happy to address any questions or concerns. If there are additional ways we can support peace and cooperation in the community while operating our business, we welcome that dialogue.

Thank you for your time, consideration, and potential support.

Warm regards,
The Socialite Event Gallery Team
www.socialiteeventgallery.com
248-864-9734

A Community Event Open to the Public



WED
9TH
JULY
3pm-6pm

You're Invited To Our

ICE CREAM SOCIALITE

- ✓ FREE Ice Cream (while supplies last)
- ✓ Under New Management – Meet The Owners
- ✓ Bounce House & More!
- ✓ Tour Venue
- ✓ Enter to win \$150 off your next booking (exclusions apply)!

Socialite Event Gallery
16184 Middlebelt Rd.
Livonia, MI 48154

ZONING BOARD OF APPEALS

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BRIAN MEAGHER
MARC ROTONDO
MIKE TESTA



33000 CIVIC CENTER DRIVE
LIVONIA, MICHIGAN 48154-3097
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ROB DONOVIC
SCOTT MORGAN
LYNDA L. SCHEEL
LAURA M. TOY

JUNE 6, 2025

Najae and Donovan Dixon
27150 Devonshire
Southfield, MI 48076

Mr. and Ms. Dixon,

The Zoning Board of Appeals of the City of Livonia, at a regular meeting held June 3, 2025, adopted the following Resolution:

RESOLVED: APPEAL CASE NO. 2025-05-15, Najae and Donovan Dixon, Belmond Properties, LLC, on behalf of Socialite Event Lounge, LLC, 16184 Middlebelt: Seeking to increase the previously approved occupant load from 49 persons to 150 persons to establish a banquet facility, as defined by the Livonia Zoning Ordinance, resulting in a banquet facility in a C-1 zoning district, which is prohibited, and a banquet facility less than 300 feet from a residential zoning district.

Separation from a Residential District

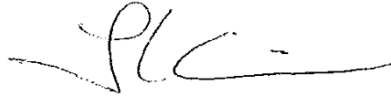
Required: 300 feet
Proposed: 0 feet
Deficient: 300 feet

This Corridor Commercial property is located on the east side of Middlebelt (16184), between Sunnydale and Terrence Avenues, Lot. No. 050-01-0336-002, C-1, Local Business, rejected by the Inspection Department under Livonia Zoning Ordinance, Section 2.01 (8) Banquet Facilities & 6.14 Banquet facilities – standards for use,

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.

be tabled to allow the Petitioners to take their neighbors' concerns into consideration and to develop a plan for outreach to their neighbors. The Petitioners shall return within 6 (six) months and have the opportunity to be heard by a full Board.

ZONING BOARD OF APPEALS,

A handwritten signature in black ink, appearing to read 'TKL', with a long horizontal stroke extending to the right.

Timothy Klisz, Secretary

cc: Belmond Properties, LLC; Socialite Event Gallery, LLC; Colemon L. Potts, Esq.

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.

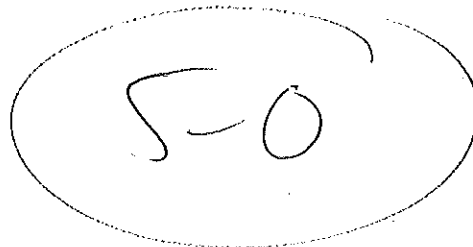
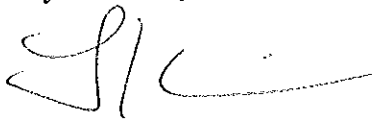
Meeting Date: June 3, 2025

4. APPEAL CASE NO. 2025-05-15, Najae and Donovan Dixon, Belmond Properties, LLC, on behalf of Socialite Event Lounge, LLC, 16184 Middlebelt: Seeking to increase the previously approved occupant load from 49 persons to 150 persons to establish a banquet facility, as defined by the Livonia Zoning Ordinance, resulting in a banquet facility in a C-1 zoning district, which is prohibited, and a banquet facility less than 300 feet from a residential zoning district.

Motion To:		Comments:
Support		
Deny		
Table	X	
Other		

Motion	Support	ZBA Board Member	Yes	No	Abstain	Absent
		Greg Coppola - Chairman				X
		Jim Baringhaus - Vice Chairman	X			
		Timothy Klisz - Secretary	X			
X		Christopher Boloven	X			
	X	Michael Testa	X			
		Marc Rotondo	X			
		Brian Meagher				X
CONDITIONS						
1.	6 mos time table to come back.					
2.	Develop a plan					
3.	To be heard by full Board.					
4.						

ZBA Secretary: Timothy Klisz



Case No. 2025-05-15
Socialize Event Lounge LLC
June 3, 2025

Penny Davis

You're not friends on Facebook

Hey I live at 29164 Terrence St in Livonia but I am in Florida for a couple months and just rcvd this letter . First off let me say I have never seen an event under 49 people also I'm not sure if your aware of last years funeral that was held at Socialite there was a line out the door to Middle belt road and the police were called as they had several armed guards with long guns present in broad daylight who would not speak to us . I have had party attendees relieve themself in my bushes . When I finally sit down to relax at night the bass from the club has my house shaking . Approving this request would be a big mistake as they currently have permission for 49 but I've seems over 100 at every part so if you give them 150 now we have 300 . This building should have never been approved to begin with and how it ever was is the real question at hand. Please deny this request as it is not fair to the citizens who reside on Terrence street.

ZONING BOARD OF APPEALS
CITY OF LIVONIA, MICHIGAN
15000 CHIV CENTER DRIVE
LIVONIA, MICHIGAN 48150-1000
(734) 466-2250

PUBLIC NOTICE
MAY 14, 2025

APPEAL CASE NO. 2025-05-15, 15284 BROADVIEW, an appeal was made to the Zoning Board of Appeals by James and Veronica Olson, Broadview Properties, LLC, on behalf of Socialite Event Lounge, LLC, seeking to increase the previously approved maximum total from 49 persons to 150 persons at a banquet facility, as permitted by the Livonia Zoning Ordinance, resulting in a banquet facility in a C-1 zoning district, which is prohibited, and a banquet facility less than 300 feet from a residential zoning district.

Reservations from a Residential District
Required: 300 feet
Proposed: 0 feet
Deficient: 300 feet

This Commercial property is located on the east side of Middlebelt (16194), between Sunnyside and Terrence Avenues, Lot No. 250-91-2336-002, C-1 Local Business, zoned by the Inspection Department under Livonia Zoning Ordinance, Section 2.01 (B) Banquet Facilities - standards for use.

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, June 3, 2025, at 7:00 p.m.**, at which time comments may be directed to the board during audience participation. When testifying by mail, write your comments on the back of this notice and address it to the City of Livonia, Zoning Board of Appeals, 33000 Chiv Center Drive, Livonia, MI 48154. All written comments are read at the meeting and become part of the record.

ZONING BOARD OF APPEALS
Timothy Kilz, 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 Appeals' 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.

20259

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

Case No: 2025-05-15
Meeting Date: June 3, 2025

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.

objection

Area is already crowded with traffic
& parked cars. Traffic is in and out all
day & night. Where would all the other
businesses park? Kids are sometimes out
back alone, climbing the wall & leaving trash.
Bigger would just mean ~~more~~ more of it.
Noise, hours of operation, traffic!!!

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

Signature: Cheryl Bush

Name: Cheryl Bush
(Please print)

Address: 29181 Terrence Street

RECEIVED

JUN 02 2025

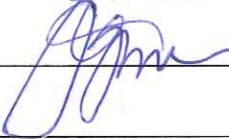
**CITY OF LIVONIA
ZONING BOARD OF APPEALS**

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

Case No: 2025-05-15
Meeting Date: June 3, 2025

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.

I strongly object to this variance.
Based on my experience this business
will require a large number of parking
spaces. We are located directly to the
south of this building and we are very
concerned about our property becoming
an overflow parking lot for this business
and the related bottles and debris.

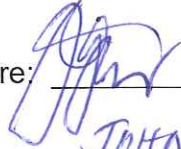
Thank you
Sincerely


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

RECEIVED

MAY 30 2025

CITY OF LIVONIA
ZONING BOARD OF APPEALS

Signature: 

Name:

JOHN G. LIADIS
(Please print)

Address:

16000 Middlebelt
Livonia, MI

2025-05-15
June 3, 2025

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.

OBJECTION TO THE REQUESTED VARIANCE
DUE TO INCREASED NOISE & TRAFFIC.

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

RECEIVED

MAY 30 2025

CITY OF LIVONIA
ZONING BOARD OF APPEALS

Signature:

Name:

Address:

re: 

CASSANDRA HUNTINGTON
(Please print)

29075 Terrence St.
LIVONIA

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

Case No: 2025-05-15
Meeting Date: June 3, 2025

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.

To whom it may concern:

I am writing in strong
opposition of this request.
Since the opening of Socialite
Event Gallery, it has been nothing
short of a nightmare. The
excessive music thumping for
hours on end, leaves our home
unable to open windows, or enjoy
peaceful evenings. we have
called at least 12 times for
noise complaints, and them not
complying with operational hours.
we have witnessed the noise the
L.P.D. has encountered on several
occasions trying to clear the lot.
Please help with this. Thank you

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

Signature: Jim Kline

Name: Jim Kline

(Please print)

Address: 29210 Terrence

RECEIVED

MAY 30 2025

CITY OF LIVONIA
ZONING BOARD OF APPEALS

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

Case No: 2025-05-15
Meeting Date: June 3, 2025

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.

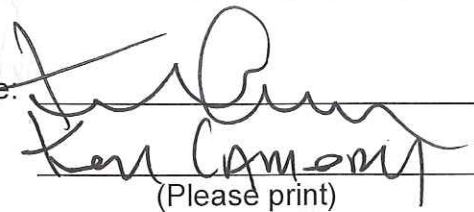
OBJECTION SEE ATTACHED
LETTER

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

RECEIVED

MAY 30 2025

CITY OF LIVONIA
ZONING BOARD OF APPEALS

Signature: 

Name:

(Please print)

Address:

29160 Terrence St
Livonia, MI 48154

An Objection to the Appeal by Socialite Event Lounge to Increase Occupant Load and Change Use to Banquet Facility (appeal case no. 2025-05-15, 16184 Middlebelt)

To Whom It May Concern:

I am writing as a concerned resident and homeowner in Livonia to formally and emphatically object to the appeal submitted by the Socialite Event Lounge seeking to increase their occupant load from 49 to 150 and to reclassify their establishment as a banquet facility.

The current operation of this venue already disrupts the peace and character of our neighborhood. Although the facility is currently limited to 49 occupants, events regularly draw crowds that far exceed this number, often resulting in congested streets, overflowing parking, and excessive noise. Furthermore, despite clear prohibitions, the venue routinely flaunts the no-alcohol rule, contributing to disorderly behavior, public intoxication, and a heightened sense of unease for nearby residents.

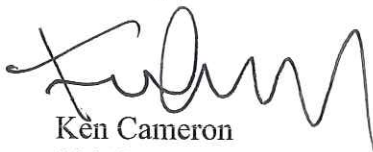
Equally troubling is their habitual disregard for curfew regulations. Events frequently stretch well past allowable hours, with loud music and crowd noise persisting late into the night. These flagrant violations are not isolated incidents—they represent an ongoing pattern of noncompliance and indifference to both city regulations and the surrounding community.

I did not invest in a quiet home in Livonia to be an unwitting guest at raucous parties every weekend. And I certainly do not wish to be conscripted into hosting large, unruly banquets in my own backyard by proximity. The behavior of the Socialite Event Lounge demonstrates a clear inability—or unwillingness—to responsibly manage their existing operations. Granting them permission to expand would only amplify the current issues and further degrade the quality of life for residents in the surrounding area.

For these reasons, I urge the Zoning Board to deny their appeal in full. The rights and well-being of Livonia residents must come before the commercial ambitions of an establishment that has repeatedly shown contempt for the rules meant to protect our community.

Thank you for your time and consideration.

Sincerely,



Ken Cameron
29160 Terrence St

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

Case No: 2025-05-15
Meeting Date: June 3, 2025

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 live only a few doors down Terrence
from the banquet business. It's nice to see business
there and their clients are well behaved, mostly catering
to weddings, families, and corporate events. I would
hate to see a thriving business chased away.

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

Signature: _____

Name: _____

Address: _____

RECEIVED

MAY 29 2025

**CITY OF LIVONIA
ZONING BOARD OF APPEALS**

Sean A. Penderel

Sean A. Penderel
(Please print)

29033 Terrence

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

Case No: 2025-05-15
Meeting Date: June 3, 2025

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.

I AM NAZAR N. SARABA, MD, THE MANAGING MEMBER OF NORM INVESTMENTS GROUP, LLC. THAT OWNS TERRANCE CORNERS (ACROSS THE STREET FROM THE SUBJECT PROPERTY) 16310-16376 MIDDLEBURY LIVONIA, MI, 48152. I AM AGAINST THIS PROPOSAL (CHANGE) FOR THE FOLLOWING REASONS:

- ① A CAPACITY OF 150 PEOPLE, MEANS THERE COULD BE UP TO (100) CARS AT THE LOCATION! WHERE ARE THEY GOING TO PARK?!
- ② CONCERNS ABOUT INAPPROPRIATE BEHAVIORS WITH LARGER CROWDS OF PEOPLE, WITH POSSIBLE ALCOHOL & OTHER SUBSTANCES !!!
- ③ THIS LOCATION IS TOO CLOSE TO OUR PLAZA "TERRANCE CORNERS", TO THE HOUSES IN THE BACK (NORTH).
- ④ OTHER TRAFFIC CHALLENGES, HAVING SO MANY CARS IN & OUT IN A SHORT PERIOD OF TIME. THANK YOU.

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

Signature: J. J. Saraba, MD

Name: NAZAR N. SARABA, MD
(Please print)

Address: 1715 MIDDLEBURY RD.
GARDEN CITY, MI 48135
5.22.2025

RECEIVED

MAY 27 2025

CITY OF LIVONIA
ZONING BOARD OF APPEALS

ZONING BOARD OF APPEALS

ZONING BOARD MEMBERS

GREGORY G. COPPOLA, CHAIRMAN
JAMES. M. BARINGHAUS, VICE CHAIRMAN
TIMOTHY J. KLISZ, SECRETARY
CHRISTOPHER N. BOLOVEN
BRIAN MEAGHER
MARC ROTONDO
MIKE TESTA



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

MAYOR

MAUREEN MILLER BROSNAN

COUNCIL MEMBERS

BRANDON MCCULLOUGH, President
MARTHA PTASHNIK, Vice President
CARRIE BUDZINSKI
ROB DONOVIC
SCOTT MORGAN
LYNDA L. SCHEEL
LAURA M. TOY

PUBLIC NOTICE MAY 16, 2025

APPEAL CASE NO. 2025-05-15, 16184 Middlebelt: an appeal was made to the Zoning Board of Appeals by Najae and Donovan Dixon, Belmond Properties, LLC, on behalf of Socialite Event Lounge, LLC, seeking to increase the previously approved occupant load from 49 persons to 150 persons to establish a banquet facility, as defined by the Livonia Zoning Ordinance, resulting in a banquet facility in a C-1 zoning district, which is prohibited, and a banquet facility less than 300 feet from a residential zoning district.

Separation from a Residential District

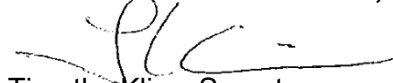
Required: 300 feet
Proposed: 0 feet
Deficient: 300 feet

This Corridor Commercial property is located on the east side of Middlebelt (16184), between Sunnydale and Terrence Avenues, Lot. No. 050-01-0336-002, C-1, Local Business, rejected by the Inspection Department under Livonia Zoning Ordinance, Section 2.01 (8) Banquet Facilities & 6.14 Banquet facilities – standards for use.

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, June 3, 2025, 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: 2025-05-15
Meeting Date: June 3, 2025

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:

Contract is incomplete pending client action

Socialite Event Gallery Rental Agreement

This contract for the rental of Socialite Event Gallery is made this day, Tue, May 27, 2025, by and between Socialite Event Gallery LLC, hereafter referred to as the OWNER, and **First Client Full Name**, hereafter referred to as the "LESSEE."

Whereas the LESSEE desires to temporarily lease, occupy, and use OWNER's venue, known as Socialite Event Gallery, located at **Project Location**; and

WHEREAS, OWNER agrees to such lease, occupation, and use by LESSEE in consideration of the payments and covenants specified herein;

NOW, THEREFORE, the parties agree to the following terms and conditions:

Date

OWNER shall lease to LESSEE the Event Center for the date of **Project Date** "Event Date"). LESSEE intends to use the Event Center for **Project Name** (Lessee's Event") with an estimate of up to **Guests Number** guests.

The LESSEE shall have access to and use of the venue from **Project Time Start** on **Project Date**, (Date) to **Project Time End** on **Project End Date** (Date)

Fees

The LESSEE shall be obligated to pay the following amounts:

S3: The Socialite Package Venue Rental at \$2,750 for a total of \$2,750

Features upgraded décor and a curated design for a polished look.

- 7-hour rental (Includes Set-up and Breakdown)
- Fifteen 60” Round Tables
- Six 6ft Rectangular Tables
- 150 Chairs
- Bluetooth Speaker with wireless microphone
- Full Room Wireless Uplighting
- Two Green Grass Walls
- Kitchenette Access
- **Table Linen upgrade**
- **Table Settings:**
 - **Standard Centerpieces**
 - **Charger plate upgrade**
 - **Premium disposable dinnerware with cutlery & Napkins**
- **Personalized Welcome Sign**
- **Choose from 1 (one) In House Add-on:**
 - **Basic Photo Booth Package OR**
 - **Partial Room Draping Ivory color**

Security Deposit at \$300 for a total of \$300

The Security Deposit will be refunded to Lessee within seven (7) business days after the event, following a final inspection by OWNER. The refund is subject to deductions for any damages or outstanding balances owed. Please note that the refund may require an additional 7-14 business days for banking processing.

Event Deposit

As a condition of OWNER reserving the Event Center for the signing of this Agreement (the “Event Deposit”). The Non-Refundable Event Deposit shall equal \$ \$900.00 due upon booking and will be applied to Lessee’s remaining balance. OWNER reserves the right to lease the Event Center to other applicants until the Event Deposit is received by Lessee.

Security Deposit

As a condition of reserving the Event Center, Lessee shall pay a security deposit of \$300 to OWNER. This deposit ensures the Event Center is protected against damages and is properly cleaned after Lessee's event. The Security Deposit must be paid via invoice before access to the venue is granted.

The Security Deposit will be refunded to Lessee within seven (7) business days after the event, following a final inspection by OWNER. The refund is subject to deductions for any damages, outstanding balances owed, and any fees or penalties associated with noise ordinance violations as outlined in **EXHIBIT B**.

Payment Schedule

The total rental fee shall be payable in four (4) installments as follows: (1) a nonrefundable booking retainer due at the time of execution of this Agreement to secure the event date; (2) a second installment due at the midpoint between the date of booking and the scheduled event date; (3) a third installment due no later than fourteen (14) calendar days prior to the event date; and (4) a final installment due no later than two (2) calendar days prior to the event date. Timely payment of all installments in accordance with this schedule is a material condition of this Agreement. Failure by the LESSEE to remit any payment when due may, at the sole discretion of the OWNER, result in cancellation of the event and forfeiture of all amounts previously paid.

Cancellation and Termination Policy

In the event that Lessee cancels the Event, the Event Deposit is 100% non-refundable.

OWNER reserves the right to terminate this Agreement at any time if (i) Lessee misrepresents any material fact in this Agreement, or (ii) Lessee violates any provision of this Agreement or any attached policies or procedures.

Event Date Change

If Lessee wishes to change the event date, Lessee must provide written notice to OWNER at least thirty (30) days prior to the scheduled event date. The Event Deposit will be retained only if OWNER and Lessee mutually agree on a new, available date.

OWNER and Lessee will have a reasonable period to finalize the new date. If a new date is not agreed upon within this period, the Event Deposit will be forfeited.

Promotional Materials

Lessee hereby authorizes OWNER to use Lessee's Event for marketing and promotional materials before or after Lessee's Event. Lessee further authorizes OWNER to take and use any photos or other electronic media for promotional purposes during Lessee's Event unless agreed upon otherwise by the parties.

Compliance with Policies and Procedures

Lessee agrees to strictly adhere to The Socialite's policies and procedures, attached to your email as **EXHIBIT B**, which may be amended at OWNER's sole discretion. Lessee further agrees to be responsible for any violations of these policies and procedures by Lessee's guests, invitees, licensees, employees, independent contractors, or any other persons under Lessee's control or invitation.

All exhibits attached hereto are incorporated into this Agreement by reference.

(Review attached PDF to Proposal)

Condition of Premises

Lessee accepts the Event Center, including the parking lot, circulation areas, and surrounding grounds, in **AS-IS, WHERE-IS** condition, with all faults. Lessee expressly disclaims all warranties, whether express or implied, including but not limited to any warranties of habitability, merchantability, or fitness for a particular purpose.

Liability

Lessee shall be responsible for all personal and property damage caused at the Event Center, including its parking lot, circulation areas, common areas, neighboring businesses or residences, and surrounding grounds, arising from the actions of Lessee's guests, invitees, licensees, employees, independent contractors, caterers, bartenders, servers, service providers, or any other agents under Lessee's control or invitation. This responsibility applies to both intentional and unintentional acts, whether direct or indirect, and includes, but is not limited to, personal injury to OWNER's employees, contractors, or other agents.

In the event that damage occurs during Lessee's event, it must be reported immediately to OWNER. Lessee shall bear all costs associated with the prompt and uninterrupted cleanup and restitution.

Indemnification

Lessee shall indemnify, defend, and hold OWNER harmless from and against any and all damages, losses, claims, judgments, and costs (including but not limited to attorney fees, court costs, litigation expenses, etc.), arising from: (a) Lessee's use of the Event Center, parking lot, circulation areas, common areas, and surrounding grounds; (b) any loss, injury, theft, or damage to property or persons occurring at the Event Center, circulation areas, common areas, parking lot, and surrounding grounds before, during, or after Lessee's event; and/or (c) Lessee's failure to observe or perform any agreement, condition, or promise under this Agreement.

Force Majeure

If OWNER is wholly or partially unable to fulfill its obligations under this Agreement due to a force majeure event, OWNER shall promptly provide written notice to all other parties. Upon such notice, OWNER's obligations shall be suspended to the extent they are affected by the force majeure, and for the duration of the force majeure event.

The term "force majeure" shall include, but is not limited to, acts of God, weather events, strikes, lockouts, business disturbances, acts of public enemies, war, blockades, riots, terrorism, crime, vandalism, lightning, fire, storms, wind, tornadoes, floods, earthquakes, explosions, governmental restraints, unavailability of equipment, or any other cause beyond the reasonable control of OWNER, whether or not specifically listed herein.

Contract Terms

This written Agreement constitutes the sole and entire agreement between the parties, superseding all prior agreements and understandings, whether written or oral, except for The Socialite Event Gallery policies and procedures attached as **EXHIBIT B** and any other exhibits incorporated herein.

* Signature required

* Signature required

SOCIALITE EVENT GALLERY POLICIES AND PROCEDURES

EXHIBIT B

Appointments

In order to provide the best possible service, we ask that you please call ahead and make an appointment to tour or access the Event Center for any reason.

Payment

To secure your event date, a non-refundable booking deposit for the amount specified in the rental agreement is required, along with a signed contract provided by us. Payments will be made in three installments: the first installment is the booking deposit, the second installment is due midway between the booking date and the event date, and the final installment is due no later than 14 days prior to the event date.

Security Deposit

A refundable security deposit of \$300 is required and will be included in your total booking amount. The deposit will be retained if damages occur during your event or if you fail to comply with the guidelines listed in this document, as determined by management. If no damages are found and all guidelines are followed, the deposit will be refunded to you in the original form of payment within seven (7) business days.

Security Professional Services

For all public events held at Socialite Event Gallery, a Security Professional is mandatory. LESSEE may either use the security services provided by OWNER for a specified fee or hire their own Security Professional, subject to OWNER's approval. The Security Professional must be on-site from the start time to the conclusion of the event.

OWNER reserves the right to require LESSEE to provide additional security and supervision as deemed necessary by OWNER, based on the size, nature, and intensity of the event.

Event Cancellation

If you need to cancel your scheduled event, please be advised that the Event Booking Deposit is non-refundable under all circumstances.

Date Change Policy:

- **Requests Made 30 Days or More Prior to the Event:**

Should you require a change in the event date, written notice must be provided via email or formal letter no later than 30 days prior to the original event date. Upon receipt and confirmation of your request, the Event Deposit will be transferred to the newly selected date, contingent upon availability.

- **Requests Made Less Than 30 Days Prior to the Event:**

If a date change request is submitted fewer than 30 days before the scheduled event date, the Event Deposit shall be deemed forfeited. A new deposit will be required to confirm the reservation of the new date, subject to availability.

Please be aware that all date changes are subject to venue availability and are not guaranteed.

Decorations and Room Access

- **Prohibited Attachments**

No items may be affixed to the walls, ceilings, or windows using thumb tacks, pushpins, nails, staples, or any similar materials without prior written approval from management. **Under no circumstances** is tape allowed on the walls. Any damage to the paint caused by the use of tape will result in the forfeiture of the security deposit.

- **Restricted Materials**

The use of glitter, metallic confetti, straw, hay, rice, birdseed, bubbles, sparklers, or other fireworks is strictly prohibited unless express written consent is obtained from management. All candles must be fully enclosed in glass or other non-flammable holders.

- **Post-Event Cleanup**

Immediately following the conclusion of the event, all decorations, trash, and other debris must be properly disposed of by the lessee. Failure to comply may result in additional cleaning fees which will be deducted from your security deposit.

- **Room Access and Setup Time**

On the day of the event, the lessee and any vendors will be granted access to the event site at the pre-arranged start time. Requests for additional setup time must be made in advance and may incur additional fees. Management shall not be held liable for any items left behind after the event. The lessee is responsible for ensuring that all rental items are collected on the same day as the event.

Capacity

The maximum capacity of The Socialite Event Gallery is 200 guests for the entire facility.

LESSEE is responsible for ensuring that the number of guests does not exceed this capacity.

LESSEE shall be liable for any penalties, tickets, or fines resulting from exceeding the maximum capacity.

Food and Beverage

All food must be prepared off-site and brought onto the premises, as our facility includes a prep kitchen but does not have cooking facilities. Please ensure that you arrange for warmers, as we

do not provide any condiments or warmers unless specifically requested by the client for an additional fee.

Liquor/Alcohol Services

Only licensed and certified liquor vendors are permitted to serve or sell alcohol on the premises. Any individual or entity that is unlicensed or uncertified will be subject to law enforcement intervention and removed from the premises, resulting in the immediate termination of the event. For the convenience of our guests, we offer mobile bar services provided by our approved vendors. This service can be arranged for an additional fee.

Alcohol Policy

- 1. Legal Drinking Age**

No alcohol may be served to or consumed by anyone under the legal drinking age of 21.

- 2. Proof of Age**

Proof of age is required for any individual drinking alcohol. Age identification must comply with statutory requirements set by state or federal agencies. Altered documents are unacceptable.

- 3. Non-Alcoholic Beverages**

Non-alcoholic beverages must be promoted and made available for the duration of any event where alcoholic beverages are served.

- 4. Alcohol Service Timing**

For events lasting three (3) hours or longer, the service and sale of alcoholic beverages must cease thirty (30) minutes before the end of the event, or sooner if deemed necessary by OWNER.

- 5. Alcoholic Beverage Restrictions**

Guests and participants are prohibited from bringing alcoholic beverages into or removing them from the event.

- 6. Serving Restrictions**

LESSEE or their agents must not serve or sell alcohol to individuals who are obviously underage or intoxicated.

- 7. Prevention of Impaired Driving**

LESSEE shall take all reasonable measures to prevent guests and participants from driving under the influence of alcohol or with a blood alcohol concentration of 0.08% or higher.

No Animals

With the exception of service animals, no animals or pets are permitted on the premises without consent from the owner.

Smoking

Smoking is prohibited inside the building and within the surrounding areas, including the use of e-cigarettes, vaporizers, and marijuana.

No Firearms

No firearms shall be allowed on the premises.

Parking

Parking is restricted to designated spaces within the parking lot allocated for the event.

Supervision and Cleanup

LESSEES are expected to provide adequate supervision to prevent and minimize spillage of food and beverages at the Event Center. Any LESSEE who leaves excess trash in leased rooms, common areas, the lobby, restrooms, kitchen, or outside areas may incur deductions from their security deposit and additional charges.

Noise Ordinance Compliance

Socialite Event Gallery is located within the City of Livonia and is subject to all local ordinances, including those related to noise. As per City of Livonia regulations, the following sound level limits are enforced:

- **7:00 a.m. to 11:00 p.m.** – Maximum allowable sound level: **55 dBA**
- **11:00 p.m. to 7:00 a.m.** – Maximum allowable sound level: **48 dBA**

Events that extend past 11:00 p.m. must strictly adhere to these noise limits. This includes, but is not limited to, music, amplified sound, and guest noise. LESSEES are responsible for ensuring that their guests, vendors, and entertainment providers comply with these regulations.

Failure to comply with the City of Livonia Noise Ordinance will result in forfeiture of the security deposit, and may also subject the lessee to additional fines or penalties imposed by the city.

We appreciate your cooperation in helping us maintain a respectful relationship with our surrounding community.

Miscellaneous Policies**1. Media Use**

The Socialite Event Gallery staff reserves the right to take photographs and other electronic media of the event for promotional purposes.

2. Prohibited Substances

The use or presence of illegal drugs or controlled substances is strictly prohibited on the premises.

2021 AUG 19 PM 1:18



PA. 327 OF 1968
AFFIDAVIT FILED

Bernard J. Youngblood
Wayne County Register of Deeds
2021319475 L: 56971 P: 1210
08/19/2021 01:18 PM DD Total Pages: 4

COVENANT DEED

THIS INDENTURE, made as of the 29th day of July, 2021, between **Livonia Center LLC**, a Michigan limited liability company (the "Grantor"), whose address is 5640 West Maple Road, Suite 303, West Bloomfield Michigan 48322, and **Belmond Properties, LLC**, a Michigan limited liability company (the "Grantee"), whose address is 24500 Northwestern Highway, Suite 100, Southfield, Michigan 48075

WITNESSETH:

THAT Grantor, in consideration of the sum as set forth on the Real Estate Transfer Tax Valuation Affidavit filed simultaneously herewith, to it paid by Grantee, the receipt and adequacy of which is hereby acknowledged, has GRANTED, SOLD AND CONVEYED, and by these presents does hereby GRANT, SELL AND CONVEY unto Grantee, its successors and assigns, the lots, tracts or parcels of land situate, lying and being in the City of Livonia, County of Wayne, State of Michigan, more particularly described on Exhibit "A" attached hereto and incorporated herein by reference (the "Property"), subject only to the matters identified on Exhibit B attached hereto and incorporated herein by this reference, but without re-imposing same (the "Permitted Exceptions").

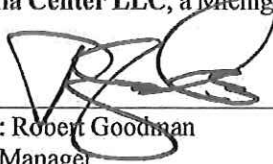
TO HAVE AND TO HOLD the Property with all and singular, the rights, privileges, appurtenances and immunities thereto belonging or in any wise appertaining unto Grantee and unto Grantee's successors and assigns forever, and that Grantor will FOREVER DEFEND the title to all of the Property, subject only to the Permitted Exceptions, unto Grantee, Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

2115920

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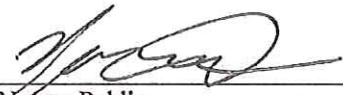
Dated as of this 28th day of July, 2021.

Livonia Center LLC, a Michigan limited liability company

By: 
Name: Robert Goodman
Title: Manager

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

On this 28 day of July, 2021, before me, a Notary Public within and for said County, personally appeared Robert Goodman to me personally known, being first by me duly sworn, did say that he is the Manager of Livonia Center LLC, a Michigan limited liability company, and that said instrument was signed by such person on behalf of said company pursuant to authority as the free act and deed of said company.


Notary Public
Acting in Oakland County, State of Michigan
My commission expires: 8/21/2027

Drafted by:
Andrew Spilkin
Bodman PLC
201 W. Big Beaver Road, Suite 500
Troy, MI 48084
248-743-6000

NOAH CAPLAN
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES AUG. 21, 2027
ACTING COUNTY OF Oakland

When recorded return to: Grantee

Send subsequent tax bills to: Grantee

Recording Fee: \$30

Transfer Tax: See Real Estate Transfer Tax Valuation Affidavit

RECEIVED

MAY - 7 2025

Inspection Department
City of Livonia

Belmond Properties, L.L.C.

24500 Northwestern Hwy Suite 100
Southfield, MI 48075



Phone: 586-427-9410
Fax: 586-427-9411

May 6, 2025

City of Livonia
33000 Civic Center Drive
Livonia, MI 48154

(RE: Variance Application – 16184 Middlebelt Road, Livonia, MI 48154)

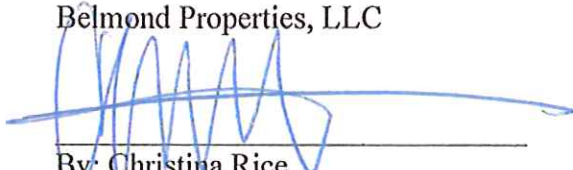
To Whom It May Concern:

We are aware that our Tenant is seeking a variance of use for the leased premises at 16184 Middlebelt Road in Livonia, MI 48154. This is being required by the City of Livonia. The Landlord authorizes the Tenant to work with the City to obtain any and all requirement to be in compliance with local ordinances.

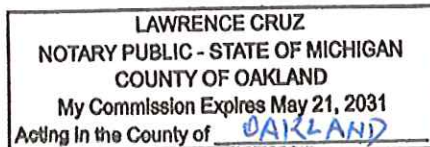
Should you have any questions, please feel free to contact us.

Sincerely,

Belmond Properties, LLC


By: Christina Rice
Its: Authorized Representative

Signed and sworn before me this 6th day of May, 2025 by Christina Rice, Authorized Representative of Belmond Holdings, LLC, A Michigan Limited Liability Company.

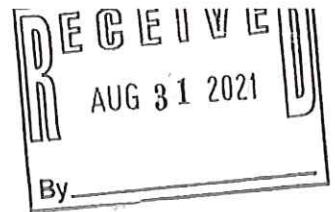


My Commission Expires 5/21/2031



Notary Public
Acting in OAKLAND County

2021 AUG 19 PM 1:18



**PA. 327 OF 1968
AFFIDAVIT FILED**

Bernard J. Youngblood
Wayne County Register of Deeds
2021319475 L: 56971 P: 1210
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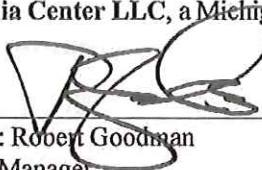
TO HAVE AND TO HOLD the Property with all and singular, the rights, privileges, appurtenances and immunities thereto belonging or in any wise appertaining unto Grantee and unto Grantee's successors and assigns forever, and that Grantor will FOREVER DEFEND the title to all of the Property, subject only to the Permitted Exceptions, unto Grantee, Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

2115920

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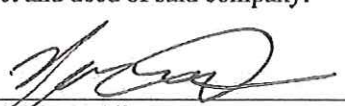
g.
Dated as of this 29th day of July, 2021.

Livonia Center LLC, a Michigan limited liability company

By: 
Name: Robert Goodman
Title: Manager

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

On this 29 day of July, 2021, before me, a Notary Public within and for said County, personally appeared Robert Goodman to me personally known, being first by me duly sworn, did say that he is the Manager of Livonia Center LLC, a Michigan limited liability company, and that said instrument was signed by such person on behalf of said company pursuant to authority as the free act and deed of said company.


Notary Public
Acting in Oakland County, State of Michigan
My commission expires: 8/21/2027

Drafted by:
Andrew Spilkin
Bodman PLC
201 W. Big Beaver Road, Suite 500
Troy, MI 48084
248-743-6000

NOAH CAPLAN
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES AUG. 21, 2027
ACTING COUNTY OF Oakland

When recorded return to: Grantee

Send subsequent tax bills to: Grantee

Recording Fee: \$30

Transfer Tax: See Real Estate Transfer Tax Valuation Affidavit

EXHIBIT A

DESCRIPTION OF REAL ESTATE

The land located in the City of Livonia, County of Wayne, State of Michigan, and described as follows:

Lots 336, 337 and 338, except the Southerly 50 feet of Lot 338, except the Westerly 27 feet of said lots, of Supervisor's Livonia Plat No. 5, as recorded in Liber 66 of Plats, page(s) 32, Wayne County Records.

Tax Id Number: 46-050-01-0336-002

Known As: 16100 -- 16192 Middlebelt, Livonia, Michigan

LEASE AGREEMENT

PROPERTY: **SHOPS AT MIDDLEBELT POINTE**

LOCATION: **16184 MIDDLEBELT RD., LIVONIA, MI. 48184**

LANDLORD: **BELMOND PROPERTIES, LLC**

TENANT: **SOCIALITE EVENT GALLERY, LLC**
A MICHIGAN LIMITED LIABILITY COMPANY

GUARANTOR(S): **NAJAE DIXON**
INDIVIDUALLY, JOINTLY AND SEVERALLY

DONOVAN DIXON
INDIVIDUALLY, JOINTLY AND SEVERALLY
(See §19.23)

BROKER(S)/
CONSULTANT(S): **JMC MANAGEMENT LLC, A MICHIGAN LIMITED**
LIABILITY COMPANY
(See §19.06)

LEASE DATA EXHIBIT

Lease Date: July 16, 2024

Landlord: BELMOND PROPERTIES, LLC,
a Michigan Limited Liability Company

Landlord Address: 24500 Northwestern Hwy, Suite 100
Southfield, MI 48075

Tenant: **Socialite Event Gallery, LLC**
A Michigan Limited Liability Company

Preapproved Use: Event Space

Leased Premises: 16184 Middlebelt Rd., Livonia, MI. 48180

Approx. Square Footage: 4,237 total square feet first floor leasable space

Term: 3 years w/ 3 months

Security Deposit: \$12,161.42

Rent Commencement Date: August 1, 2024

Expiration of Initial Term: October 31, 2027

Minimum Rent: (Based Upon First Floor Leasable Space)

	<u>Period:</u>	<u>Rent Per Period:</u>
Initial Term:	8/1/24-10/31/24	\$12,000.00
	11/1/24-10/31/25	\$54,000.00
	11/1/25-10/31/26	\$54,000.00
	11/1/26-10/31/27	\$54,000.00

Tenant's Proportionate Share: 12.19% (4,237 first floor leasable square feet in the Leased Premises divided by 34,768 total first floor leasable square feet in the Property – See definition in Section 5.04 below)

Taxes, Insurance &

Common Area Maintenance: Tenant shall pay Tenant's Proportionate Share of common area maintenance expenses ("CAM Expenses"), insurance and taxes for the Property.

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made as of the 16th day of July, 2024 ("Effective Date"), by and between BELMOND PROPERTIES, LLC, a Michigan Limited Liability Company ("Landlord"), with its principal office at 24500 Northwestern Hwy, Suite 100, Southfield, MI 48075 and SOCIALITE EVENT GALLERY, LLC, a Michigan Limited Liability Company (collectively, "Tenant"), whose address 16184 Middlebelt Rd., Livonia, MI 48184.

ARTICLE I. GRANT AND TERM

Section 1.01 - Leased Premises:

Landlord hereby leases to Tenant for the term and upon the covenants hereinafter set forth, herein the Leased Premises in the Property described on Exhibit A attached hereto. The Property consists of buildings now constructed as well as those to be constructed in the future, including without limitation, undeveloped acreage that the Landlord intends to use for future buildings to be incorporated into the Property. The Leased Premises are cross-hatched on the portion of the site plan of the Property, attached hereto and made a part hereof as Exhibit A. The exact square footage in the Leased Premises shall be determined by Landlord's architect. Such square footage shall be measured from the mid-line of interior walls and the exterior face of exterior walls, and shall include the totality of the area within such boundaries, including any mezzanines; provided, however, if the Leased Premises abuts a corridor area, the square footage of the Leased Premises shall also include a portion of the corridor area measured to the centerline of that corridor area. The determination of Landlord's architect as to square footage shall be binding upon both parties hereto. In the event the square footage, as determined by Landlord's architect, differs from the square footage set forth above, the Minimum Rent to be paid by Tenant as set forth in Article II shall be adjusted after the square footage is determined by multiplying the square footage by the amount(s) per square foot as set forth in Section 2.01 of this Lease.

Section 1.02 - Site Plan:

The Property has been constructed substantially as shown on Exhibit A. Landlord may change or alter any of the stores, Common Areas (herein defined) or any other aspect of the Property, or may sell or lease any portions of the Property all without the consent of or notice to Tenant. This Lease is subject to all applicable building restrictions, planning and zoning ordinances, governmental rules and regulations, and all other encumbrances, restrictions and easements affecting the Property and the terms and provisions of certain declarations, reciprocal easement and operating agreements now or hereafter affecting the Property (collectively, "Laws and Restrictions").

Section 1.03 - Term:

The term of this Lease shall be for a period of **thirty-nine (39) consecutive calendar months**, commencing on the Rent Commencement Date (as defined on the Lease Data Exhibit) and expiring midnight on the last day of the thirty ninth (39th) month from the Rent

Commencement Date, unless sooner terminated in accordance with the provisions hereof ("Expiration Date"). Following the Rent Commencement Date, Landlord shall deliver to Tenant for execution a declaration in the form of **Exhibit B** attached to this Lease specifying the Rent Commencement Date. In the event Tenant fails to execute and deliver such declaration to Landlord within ten (10) days after delivery thereof by Landlord, then Landlord's determination of the Rent Commencement Date shall be conclusive. Notwithstanding the terms of the foregoing sentence, this Lease shall become effective and binding upon the Tenant and the Landlord as of the Effective Date. The term "Lease Year" as used in this Lease shall be defined to mean each successive twelve (12) month period commencing on the Rent Commencement Date. If the term commences on a day other than the first day of the month, then the first Lease Year shall be extended for such a fractional month. All subsequent Lease Years shall continue for twelve (12) calendar months thereafter, except that the last Lease Year shall terminate on the date this Lease is terminated. Upon the request of either party after the Rent Commencement Date, Landlord and Tenant shall enter into a supplemental agreement prepared by the requesting party which affirms the Delivery Date, Rent Commencement Date, Expiration Date, Minimum Rent, and any other matters reasonably requested by the requesting party.

Section 1.04 - Option to Renew:

INTENTIONALLY LEFT BLANK

ARTICLE II. RENT

Section 2.01 - Minimum Rent: (Based Upon First Floor Leasable Space)

Commencing on the Rent Commencement Date and continuing during the entire term of this Lease (as such term may be extended hereunder), Tenant shall pay annual minimum rent, which will be based upon first floor leasable space square footage, ("Minimum Rent") for the Leased Premises payable to Landlord, without demand, deduction, set-off or counterclaim, in equal installments ("Monthly Minimum Rent") in advance, on or before the first (1st) day of each month, as follows:

Period:	Minimum Rent	Monthly Minimum Rent	Minimum Rent Per Sq. Ft.
8/1/24-10/31/24	\$12,000.00	\$4,000.00	\$11.33
	Annual Minimum Rent	Monthly Minimum Rent	Minimum Rent Per Sq. Ft.
11/1/24-10/31/25	\$54,000.00	\$4,500.00	\$12.74
11/1/25-10/31/26	\$54,000.00	\$4,500.00	\$12.74
11/1/26-10/31/27	\$54,000.00	\$4,500.00	\$12.74

The first installment of Minimum Rent and Additional Rent shall be paid upon execution of this Lease. If the Rent Commencement Date occurs on other than the first (1st) day of a month, Minimum Rent shall be prorated on a daily basis on the basis of a thirty (30) day month. Tenant agrees to deliver to Landlord at any time, if requested by Landlord, a statement of its monthly and yearly gross sales signed by the Individual Tenant(s), or by an officer, principal, member, manager, or owner of Tenant(s). Landlord shall have the right to audit Tenant's books and records relating to gross sales at the Premises for any lease year. "Gross sales" shall mean all sales made from the Premises.

Section 2.02 - Payments by Tenant:

Throughout the term of this Lease, Tenant shall pay to Landlord, without demand, deductions, set-offs or counterclaims, the rent, which is hereby defined as the sum of the Minimum Rent and all Additional Rent, when and as the same shall be due and payable hereunder. Unless otherwise stated, all sums of money or charges payable to Landlord from Tenant by this Lease, other than Minimum Rent, are defined as "Additional Rent" and are due ten (10) days after the rendering of an invoice therefor, without any deductions, set-offs or counterclaims, and failure to pay such charges carries the same consequences as Tenant's failure to pay Minimum Rent. All payments and charges required to be made by Tenant to Landlord hereunder shall be payable in coin currency of the United States of America or check with immediately available funds, at the address indicated herein. Notwithstanding anything in this Lease to the contrary, if the consumer price index for the month in which the Effective Date occurs, increases by more than one and one-half percent on an annual basis, tested any month on a non-compounding basis, then Landlord shall have the unilateral right to increase the Rent due under this Lease to Landlord's determination of fair market rents. The calculation of the change in the index and such determination of fair market rents shall be in Landlord's sole and absolute discretion and not subject to appeal or dispute by Tenant. The new fair market rent determination shall be binding upon Tenant from delivery of the notice from Landlord and apply to the remainder of the term, all future rent increases and option terms. No payment to or receipt by Landlord of a lesser amount than that then amount required to be paid hereunder shall be deemed to be other than on account of the earliest amount of such obligation then due hereunder. No endorsement or statement on any check or other communication accompanying a check for payment of any amounts payable hereunder shall be deemed an accord and satisfaction, and Landlord may accept such check in payment without prejudice to Landlord's right to recover the balance of any sums owed by Tenant hereunder. In the event Landlord bills Tenant for any charge hereunder and Tenant does not provide Landlord with notice that it disputes such charge within thirty (30) days after Landlord sends such bill, then Tenant waives any further right to dispute such charge and that charge shall automatically become an account stated between Landlord and Tenant.

Section 2.03 - Security Deposit:

Tenant, concurrently with the execution of this Lease, shall deposit with Landlord the sum equal to **Twelve Thousand Twenty Nine and 20/100 (\$12,029.20) Dollars**, which sum shall be held by Landlord as security against a Default by Tenant, pursuant to the terms of this Lease. The deposit (which shall not bear interest to Tenant) may be applied by Landlord in order to cure any Default. The deposit shall be returned to Tenant by the Landlord, after deducting therefrom any sums owed to Landlord, pursuant to provisions of this Lease, following the termination of this Lease, provided such termination is not caused by Tenant. In addition, Tenant agrees for Landlord to deduct from Tenant's remaining Security Deposit, if any, a Non-Refundable Commercial Unit Restoration Fee in the amount of Seven Hundred, Fifty and 00/100 (\$750.00) Dollars following the termination of this Lease. A mortgagee in possession of the Leased Premises, or any interest therein, through public or private foreclosure or the acceptance of a deed in lieu thereof, shall have no liability to Tenant for return of all or any portion of the deposit, unless, and then only to the extent that, such mortgagee has acknowledged receipt of all or any portion of Tenant's deposit. The Landlord shall not be obligated to keep the said security as a separate fund, but may mix said security with his own funds. In the event Landlord applies the deposit in whole or in part against a Default by Tenant, Tenant shall, upon demand by Landlord, deposit sufficient funds to maintain the deposit in the initial amount. Failure of Tenant to deposit additional funds as security shall constitute a Default hereunder and entitle Landlord to avail itself of the remedies as provided in this Lease for non-payment of Minimum Rent by Tenant. Upon the expiration of the term hereof, Landlord shall retain the deposit, or so much as has not been applied in accordance with the provisions hereof, until such time as all of Tenant's obligations to pay any Additional Rent have been fully paid and satisfied.

Section 2.04 - Late Charge:

In the event any sums required hereunder to be paid are not received by Landlord on or before the date the same are due, then, Tenant shall immediately pay, as Additional Rent, a service charge equal to five (5%) percent of the late payment. In addition, interest shall accrue on all past due sums at an annual rate equal to eighteen (18%) percent, but not in excess of the maximum legal rate. Such interest shall also be deemed Additional Rent. Notwithstanding this service and interest charge, Tenant shall be in Default if all payments required to be made by Tenant are not made at or before the times herein stipulated.

Section 2.05 - Returned Checks:

In the event that Tenant's check for rents and charges is returned for any reason, Tenant agrees to pay Landlord the sum of Fifty and 00/100 (\$50.00) Dollars as a handling charge in addition to any applicable late charge. Returned checks must be redeemed by cashier's check. In the event more than one check is returned, Tenant agrees to pay all subsequent rents and charges by cashier's check or an ACH process, as required by Landlord.

ARTICLE III. PREPARATION OF LEASED PREMISES

Section 3.01 - AS IS Condition:

Landlord leases the Leased Premises to Tenant, and Tenant leases and accepts the Leased Premises from Landlord in its current "AS IS" condition, subject to the further terms, covenants and conditions of this Lease, together with the non-exclusive use of the Common Areas (except those portions of the Common Areas on which have been constructed or placed permanent or temporary kiosks, displays, carts and stands and except areas used in the maintenance or operation of the Property) in common with Landlord and the other owners and tenants of the Property and their customers and invitees. Tenant acknowledges that Landlord has no construction obligations hereunder. Any Tenant improvements desired by Tenant shall be completed at Tenant's sole cost and in accordance with the provisions of **Exhibit "C"** ("Tenant's Work").

Section 3.02 - Delivery Date:

(a) The Leased Premises will be available to Tenant for the performance of Tenant's Work upon the full execution of this Lease (the "Delivery Date"). Tenant shall submit its building plans to municipal, state or other governmental authorities, as required, within ten (10) days from the execution of this Lease and shall work diligently and in good faith to obtain its permits and approvals expeditiously and complete Tenant's Work prior to the Rent Commencement Date and Landlord shall cooperate with Tenant in its efforts to obtain such permits and approvals. Tenant agrees to take physical possession of the Leased Premises on the Delivery Date, and from and after the Delivery Date Tenant agrees to diligently perform Tenant's Work to completion. Under no circumstances shall Landlord be liable to Tenant for damages due to any delay in commencing or completing Tenant's Work, or for a total failure to complete same or for a failure to deliver same.

(b) Tenant hereby expressly agrees that the entry or occupancy of the Leased Premises by Tenant or Tenant's agents or contractors prior to the date herein fixed for the Rent Commencement Date shall be governed by and shall be subject to all of the terms and provisions of this Lease, and Tenant shall observe and perform all its obligations under this Lease, including, without limitation, its obligation to pay charges for any temporary utilities, insurance, and other charges, but excepting its obligations to pay Minimum Rent, Common Area Expenses, Taxes and Insurance, from the date upon which the Leased Premises are made available to Tenant for Tenant's Work (or from the date when Tenant commences to perform Tenant's Work, if earlier) and continuing throughout the term of the Lease as extended.

Section 3.03 - Tenant's Work:

Tenant's Work is to be performed by Tenant at its sole expense in accordance with **Exhibit C**, attached hereto and made a part hereof and in accordance with the provisions hereof. All entry into the Leased Premises and work done by Tenant shall be at Tenant's risk. Tenant shall prepare and submit to Landlord store design and working drawings of Tenant's Work with respect to the Leased Premises within ten (10) days of the date of execution of this Lease. In the event Tenant's plans and specifications, in the reasonable judgment of Landlord or Landlord's

architect, are incomplete, inadequate or inconsistent with the terms of this Lease and/or do not conform to the standards of design, motif, decor and quality established or adopted by Landlord and/or would tend to create an imbalance with or be incompatible with adjoining Leased Premises, and/or would provide for or require any installation or work which is or might be unlawful or create an unsound or dangerous condition or adversely affect the structural soundness of the Leased Premises or the building of which the same forms a part, and/or would interfere with the use and enjoyment of any adjoining space in the building in which the Leased Premises are located, then, Landlord shall notify Tenant of such objection in writing within the twenty (20) day period after receipt of Tenant's plans and specifications. Tenant shall modify the plans and specifications and provide Landlord with the modified plans and specifications for Landlord's approval within ten (10) days after receipt of Landlord's objections. All work performed by Tenant shall be subject to Landlord's prior written approval and shall be in accordance with good construction practices, all Laws and Restrictions and Landlord's reasonable rules and regulations. No material deviations from the final plans and specifications, once approved by Landlord, shall be permitted. Landlord's review of Tenant's plans and specifications shall not constitute the assumption of any responsibility by Landlord for their accuracy or sufficiency, and shall in no event create an express or implied confirmation that Tenant's design and/or working drawings have been prepared in accordance with the requirements of applicable laws, codes, ordinances and regulations. Further, Landlord shall have no responsibility or liability for any loss or damage to any property belonging to Tenant. Tenant agrees to pay for all the utilities used or consumed in the Leased Premises by Tenant on and after the Delivery Date. Tenant shall be responsible and shall pay all costs and expenses incurred in connection with obtaining any building permits or other approvals required prior to commencing Tenant's Work. After Tenant has fully completed all Tenant's Work which must be completed in order to obtain a certificate of occupancy, then Tenant shall obtain, at Tenant's sole expense, all certificates and approvals which may be necessary so that a certificate of occupancy for the Leased Premises may be issued and to thereafter prosecute same with all diligence. Copies of all such certificates of occupancy shall be delivered to the Landlord prior to Tenant commencing Tenant's Work. Upon the issuance of the certificate of occupancy, a copy thereof shall be immediately delivered to Landlord.

Section 3.04 - Alterations by Tenant:

(a) Tenant shall not make any alterations to the Leased Premises without the prior written consent of Landlord.

(b) In the event that any mechanic's lien is filed against the Leased Premises or Property as a result of any work or act of Tenant, Tenant, at its expense, shall discharge or bond off the same within fifteen (15) days from the filing thereof. If Tenant fails to discharge said mechanic's lien, Landlord may bond or pay without inquiring into the validity or merits of such lien and all sums so advanced shall be paid to Landlord as Additional Rent.

(c) Prior to the commencement of Tenant's Work or any alterations, Tenant shall obtain or demonstrate to Landlord's reasonable satisfaction that Tenant's contractors have obtained public liability builders risk insurance and worker's compensation insurance to cover every contractor to be engaged by Tenant, and shall deliver duplicate originals of all certificates of such insurance to Landlord for written approval.

(d) If, in an emergency as determined by Landlord, it shall become necessary to make repairs required to be made by Tenant, Landlord may reenter the Leased Premises and proceed to have such repairs made and pay the costs thereof. Tenant shall pay Landlord the costs of such repairs, plus a charge of fifteen (15%) percent thereof, to Landlord upon demand as Additional Rent.

ARTICLE IV. CONDUCT OF BUSINESS

Section 4.01 - Use:

(a) Tenant shall use and occupy the Leased Premises for the preapproved use as set forth on the Lease Data Exhibit ("Preapproved Use"). Not in any way intending to modify the restriction of the Tenant's use only to the Preapproved Use, and notwithstanding such Preapproved Use, Tenant may not use the Leased Premises for any use prohibited by Laws and Restrictions. Tenant shall only be entitled to exercise its right to any Option Term contained in Section 1.04 of the Lease if Tenant is in compliance with the aforesaid Preapproved Use of the Leased Premises which shall be continuing in an uninterrupted manner (except permitted interruptions as set forth herein). Further, Tenant's use of the Leased Premises and the common areas is subject to the rules and regulations as enacted by Landlord, from time to time.

(b) If any governmental license or permit shall be required for the proper and lawful conduct of Tenant's business or other activity carried on in the Leased Premises, or if a failure to procure such a license or permit might or would in any way adversely affect Landlord or the Property, then Tenant, at Tenant's expense, shall duly procure and thereafter maintain such a license or permit and submit the same for inspection by Landlord. Tenant, at Tenant's expense, shall, at all times, comply with the requirements of each such license or permit.

Section 4.02 - Utilities:

(a) Tenant, at its expense, shall arrange for and pay all costs of the charges for all utilities and services provided or used in or at the Leased Premises, commencing on the Effective Date and throughout the term of this Lease. In the event that Tenant shall have failed to have arranged for the availability of said utilities and services by seven (7) days after the Delivery Date, Tenant shall pay to Landlord the amount of one hundred dollars for each day thereafter that Tenant shall have continued to fail to arrange for such utilities and services. Tenant shall pay directly to the public utility companies the cost of any installation of any and all such utility services. In the event that Landlord supplies or pays for any such utilities, then as Additional Rent, Tenant shall reimburse Landlord for the same. In the event, for any reason whatsoever, any particular utility is not separately metered, then, and in that event, Tenant shall be responsible for its share based upon the formula that Landlord, in its reasonable discretion, deems appropriate. Specifically for all Water Bills to the Property, including the Leased Premises, Tenant shall pay to Landlord as Additional Rent, Tenant's Proportionate Share of such Water Bills by the following method: one-twelfth (1/12) of the entire Property Water Bills combined and estimated by Landlord, in its reasonable discretion and based upon Tenant's Use of the Premises, to be due, which shall be paid each month with Minimum Rent until August 31st. of each Lease Year, at which time Landlord will re-adjust their monthly estimates for any increases to Tenant's Proportionate Share which will then begin September 1st. of each Lease

Year thereafter. Tenant agrees to indemnify and hold harmless Landlord from and against any and all claims arising from all costs and charges for utilities consumed at the Leased Premises by or for Tenant. Landlord shall not be liable to Tenant for damages or otherwise (i) if any utilities shall become unavailable from or reduced by any public utility company, public authority or any other entity supplying or distributing such utility, or (ii) for any interruption in any utility service (including, but without limitation, any heating, ventilation or air conditioning) caused by the making of any necessary repairs or improvements or by any cause beyond Landlord's reasonable control, and the same shall not constitute a default, termination or an eviction.

(b) The parties hereto acknowledge that energy shortages in the region in which the Property is located may, from time to time, necessitate reduced or curtailed operation of the Property and the business conducted by Tenant in the Leased Premises. Tenant agrees to and shall comply with such rules and regulations as may be promulgated from time to time by Landlord with respect to energy consumption, provided that the same apply uniformly to all tenants in the Property, and during such periods of time when, in the opinion of Landlord, energy shortages so dictate, Tenant shall reduce or curtail business operations in the Leased Premises as shall be directed by Landlord. Compliance with such rules and regulations and such reduction or curtailment of business operations shall not constitute a breach of Landlord's covenant of quiet enjoyment, nor shall the same constitute an actual or constructive eviction of Tenant, or otherwise invalidate or affect this Lease, and Tenant shall not be entitled to any diminution, reduction or abatement of rent during periods of reduction or curtailment of business operations.

Section 4.03 - Sign:

(a) Tenant shall install and maintain a sign affixed to the exterior of the Leased Premises in a location, size and style approved by Landlord, in Landlord's reasonable judgment. Prior to the Rent Commencement Date, Landlord and Tenant shall agree upon all aspects of the exterior sign, canopies and/or awnings to be installed by the Tenant at the Leased Premises. Notwithstanding Landlord's approval and/or the terms of this Lease, Tenant's sign shall conform to all Laws and Restrictions. Tenant shall pay for all costs in connection with such sign and shall be responsible for the cost of proper installation and removal thereof and any damage caused to the Property and/or Leased Premises thereby. In the event Landlord deems it necessary to remove such sign for property maintenance purposes, then Landlord shall have the right to do so, provided, however, Landlord shall replace said sign as soon as practicable at Landlord's sole cost. No additional signs, which can be seen from the exterior of the Leased Premises, shall be installed or displayed in, on or about the Leased Premises without the prior written consent of Landlord. Any interior signs must be tasteful and shall be prepared in a professional manner (not hand-lettered). Any sign or display visible from the exterior of the Leased Premises which does not meet the above criteria may be removed at any time by Landlord without incurring any liability therefor. Signs shall also be subject to Landlord's rules and regulations as adopted and modified from time to time.

(b) Should Landlord construct a pylon or monument sign for the Property and make panels available to tenants leasing the same or less square footage than Tenant, Landlord agrees that it shall have the option to give to Tenant the right to install and maintain a panel on said pylon or monument sign. If Tenant installs a panel on a pylon or monument sign, Tenant agrees that it shall pay all costs for the fabrication and installation of its panel and for its share of all

costs incurred by Landlord in constructing, operating and maintaining the pylon or monument sign, based upon Tenant's share of such sign as calculated by Landlord.

Section 4.04 - Tenant's Warranties:

Tenant warrants, represents, covenants and agrees to and with Landlord, that throughout the term hereof it shall: (i) keep the Leased Premises and any platform or loading dock used by Tenant in a neat and clean condition, (ii) pay, before delinquent, any and all taxes, assessments and public charges imposed upon Tenant's business or fixtures, and pay when due all fees of similar nature, (iii) observe all rules and regulations established by Landlord for tenants in the Property, (iv) observe all restrictive covenants of record which are applicable to the Property, provided the same do not prohibit Tenant's Per approved Use of the Leased Premises, (v) not use the parking areas or sidewalks or any space outside the Leased Premises for display, sale, storage, or any other similar undertaking, (vi) not use any advertising medium or sound devices inside the Leased Premises which may be heard outside the Leased Premises, or permit any objectionable odors to emanate from the Leased Premises, (vii) keep the Leased Premises sufficiently heated to prevent freezing of water in pipes and fixtures in and about the Leased Premises, (viii) keep the temperature within the Leased Premises at such levels as may be required by any federal, state or local laws, ordinances or regulations, (ix) employ only such labor in the performance of any work in and about the Leased Premises as will not cause any conflict or controversy with any labor organization representing trades performing work for Landlord, its contractors or subcontractors, (x) not conduct any auction, distress, fire or bankruptcy sale (whether real or fictitious) or conduct the type of business commonly referred to as "discount" or "cut-price", (xi) not use or permit the use of any part of the Leased Premises for the sale, rental, display or operation of amusement, electronic, video machines, games, cassettes or devices without the prior written consent of Landlord or allow the sale or offering of any lottery or raffle tickets or permit any form of games of chance or gambling, in any form, without such similar consent, (xii) not allow the operation of any coin operated or vending machine in the Leased Premises, except in areas reserved solely for the use of Tenant's employees, (xiii) conduct its sales practices consistent with the standards and practices generally acceptable in first-class retail properties, display and sell only first-quality merchandise in the Leased Premises, and conduct its business in the Leased Premises in a lawful manner and in good faith, (xiv) not do any act tending to injure the reputation of the Property as determined by Landlord, (xv) keep all trash properly bagged while inside the Leased Premises, and dispose of such bags of trash in dumpsters or other receptacles outside of the Leased Premises if Landlord provides such service, otherwise Tenant shall do so, and (xvi) not commit or suffer to be committed any waste upon the Leased Premises, not place a load upon any floor of the Leased Premises which exceeds the floor load per square foot area which such floor was designated to carry, and not commit or suffer to be committed any nuisance or other act or thing which may disturb the quiet enjoyment of any other occupant or tenant of the Property.

Section 4.05 - Legal Requirements:

Tenant shall at its own expense, comply with all Laws and Restrictions and with directions of public officers thereunder, with all applicable Board of Fire Insurance Underwriters regulations and other requirements and with all notices from Landlord's mortgagee respecting all matters of occupancy, condition or maintenance of the Leased Premises, whether such orders or

directions shall be directed to Tenant or Landlord, and Tenant shall hold Landlord harmless and defend Landlord from any and all claims, liabilities, costs or expenses on account thereof. Tenant shall procure and maintain all licenses and permits legally necessary for the operation of Tenant's business and allow Landlord to inspect them on request.

Section 4.06 - Hazardous Materials:

Tenant agrees that it will not use, permit, hold, release or dispose of any Hazardous Material (defined hereinafter) on, under or at the Leased Premises or the Property and that it will not use or permit the use of the Leased Premises or any other portion of the Property as a treatment, storage or disposal (whether permanent or temporary) site for any Hazardous Material, other than De Minimis Amounts. The term "De Minimis Amounts" shall mean, with respect to any given level of Hazardous Materials, that such level or quantity of Hazardous Materials in any given form or combination of forms (i) does not constitute a violation of any applicable law, and (ii) is customarily employed in, or associated with, similar properties and operations such as that of Tenant. Tenant further agrees that it will not cause or allow any asbestos to be incorporated into any improvements or alterations which it makes or causes to be made to the Leased Premises. Tenant hereby holds Landlord harmless from and indemnifies Landlord against any and all losses, liabilities, damages, injuries, costs, expenses, fines, penalties, and claims of any and every kind whatsoever (including, without limitation, court costs and attorneys' fees) which at any time or from time to time may be paid, incurred or suffered by, or asserted against Landlord for, with respect to, or as a direct or indirect result of (i) a breach by Tenant of the foregoing covenants, or (ii) to the extent caused or allowed by Tenant or any agent, contractor, employee, invitee or licensee of Tenant, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release from, onto or into the Leased Premises, the Property, the atmosphere, or any watercourse, body of water or groundwater, of any Hazardous Material (including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act, any so-called "Superfund" or "Superlien" law, or any other Federal, state, local or other statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any Hazardous Material); and the provisions of and undertakings and indemnification set out in this paragraph shall survive the termination of this Lease, and shall continue to be the personal liability, obligation and indemnification of Tenant, binding upon Tenant, forever, subject to the applicable statute of limitations. The provisions of the preceding sentence shall govern and control over any inconsistent provision of this Lease. For purposes of this Lease, "Hazardous Material" means and includes any hazardous substance or any pollutant or contaminant defined as such in (or for purposes of) the Comprehensive Environmental Response, Compensation, and Liability Act, any so-called "Superfund" or "Superlien" law, the Toxic Substances Control Act, or any other Federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect, or any other hazardous, toxic or dangerous, waste, substance or material.

ARTICLE V. COMMON AREA

Section 5.01 - Definition:

The term "Common Areas" shall mean the interior and exterior areas and facilities within the Property, which are: (i) not leased to a tenant, and (ii) by nature not leasable to a tenant for the purpose of the sale of merchandise or the rendition of services to the general public, all as determined by Landlord from time to time. Common Areas shall include but shall not be limited to all parking areas and facilities, roadways, driveways, easement areas, entrances and exits, truck service ways and tunnels, utilities, water filtration and treatment facilities, retention ponds or basins located within or outside the Property, retaining and exterior walls, sidewalks, open and enclosed malls, outside courts, landscaped and planted areas, escalators, stairways, elevators, service corridors, service areas, loading docks, hallways, public restrooms, community rooms or areas, roofs, equipment, signs and any special services provided by Landlord for the common or joint use and benefit of all tenants in the Property, their employees, customers and invitees.

Section 5.02 - Use:

During the term of this Lease, Tenant is granted, subject to Landlord's written reasonable rules and regulations promulgated by Landlord from time to time, the nonexclusive license to permit its customers and invitees to use the sidewalks, customer parking areas, the entrance and exit ways designated by Landlord for access and egress to and from the Leased Premises from a public street or highway. Subject to all Laws and Restrictions, Common Areas shall be subject to the exclusive control and management of Landlord, and Landlord shall have the right, at any time and from time to time, to establish, modify, amend and uniformly enforce reasonable rules and regulations with respect to the Common Areas and the use thereof. Tenant agrees to abide by and conform to such rules and regulations on notice thereof and to cause its permitted concessionaires, invitees and licensees and its and their employees and agents to do the same.

Section 5.03 - Common Area Expenses:

Landlord agrees to maintain and keep in good service and repair the Common Areas at the reasonable discretion of Landlord, and the use of such areas and facilities shall be subject to such reasonable rules and regulations as Landlord shall make from time to time.

Section 5.04 - Tenant's Proportionate Share of CAM:

As Additional Rent, Tenant shall pay to Landlord in the manner hereinafter provided, but not more often than once each calendar month, Tenant's Proportionate Share (as defined below) of all costs and expenses of every kind and nature paid or incurred by Landlord in operating, equipping, policing and protecting, lighting, insuring, repairing, replacing and maintaining the Common Areas and other areas of the Property. Such costs and expenses shall include, but not be limited to: illumination and maintenance of Property signs, whether located on or off the Property site; cleaning; lighting; all water consumed in the Common Areas and sanitary sewer charges; snow removal and ice removal or treatment; line painting and landscaping; repairs and replacements of walkway, parking and drive areas, light standards and gutter, downspout and scupper repairs and replacements; exterior building painting, repair or replacement of foundation, floor slab, outer walls and roof, personal property taxes; all costs of operating

attendant and valet parking, if any; decorations; premiums for liability and property insurance; supplies; the cost of maintenance and replacement of equipment supplying music to the Common Areas; management fees, total compensation and benefits (including premiums for workers' compensation and other insurance) paid to or on behalf of employees involved in the performance of the work specified in this Section 5.04; and an amount equal to fifteen percent of the total of all of the foregoing costs and expenses to cover Landlord's administrative costs. Such costs shall also include: (i) the amortization (including interest) of the cost of acquiring and installing the equipment used in maintenance and any equipment and facilities acquired to reduce energy consumption or to otherwise reduce such costs and expenses of operating and maintaining such Common Areas; and (ii) all costs and expenses in connection with the operation, repair, replacement and maintenance of such Common Areas, including, without limitation, legal, architectural and engineering fees. For purposes of this Lease, the term "Tenant's Proportionate Share" means a fraction, expressed as a percentage, the numerator of which is the number of first floor leasable square feet in the Leased Premises and the denominator of which is the total number of first floor leasable square feet in the Property, as determined by Landlord from time to time.

Tenant's Proportionate Share of such costs with respect to each calendar year during the Term shall be paid in monthly installments on the first day of each calendar month, in advance, in an amount estimated by Landlord. Subsequent to the end of each calendar year, Landlord shall furnish Tenant with a statement of the actual amount of Tenant's Proportionate Share of such costs for such period. If the total amount paid by Tenant under this Section 5.04 for any calendar year shall be less than the actual amount due from Tenant for such year as shown on such statement, Tenant shall pay to Landlord the difference between the amount paid by Tenant and the actual amount due, such deficiency to be paid within ten (10) days after the furnishing of each such statement, and if the total amount paid by Tenant hereunder for any such calendar year shall exceed such actual amount due from Tenant for such calendar year, such excess shall be credited against the next installment due from Tenant to Landlord under this Section 5.04. For the calendar years in which this Lease commences and terminates, the provisions of this Section 5.04 shall apply, and Tenant's liability for its Tenant's Proportionate Share of such costs for such years shall be subject to a pro rata adjustment based on the number of days of said calendar years during which the Term is in effect.

Tenant shall have the right, but not more than once per Lease Year and not later than one (1) year after Tenant receives the statement referred to in this Section 5.04, on reasonable prior notice to Landlord, to inspect, examine and make copies of, Landlord's books, records and computations with respect to items charged to Tenant under this Lease and Taxes at the location where such records are kept by Landlord. Landlord shall retain such books, records and computations for at least two (2) years following the period to which they relate. In the event of any overpayment by Tenant, Landlord shall, within twenty (20) days after demand, refund the amount of overpayment to Tenant with interest thereon from the date of overpayment to the date refunded at the Default Interest Rate. No such inspection or examination shall be conducted on a contingent fee basis. All information from such inspections, examinations and copying shall be kept strictly confidential by Tenant, its agents, employees and contractors and not disclosed to any third party except pursuant to court order or subpoena. If Tenant is overcharged on such expenses by three (3%) percent or more, Landlord shall pay the reasonable cost of Tenant's audit not to exceed Seven Hundred Fifty and 00/100 (\$750.00) Dollars.

ARTICLE VI. REPAIRS AND MAINTENANCE

Section 6.01 - Tenant's Obligations:

Tenant, at its expense, shall (i) make all repairs and replacements and perform all maintenance work that is necessary in order to keep the interior of the Leased Premises and equipment servicing the Leased Premises, including but not limited to all utilities and the heating, ventilating and air conditioning unit(s) (Landlord shall make available to Tenant any warranty to any such HVAC unit(s)), in good order and repair and in a safe and dry tenantable condition and in compliance with all Laws and Regulations, (ii) install and maintain such fire protection devices as may be required by any governmental body or insurance underwriter for the Property including any and all new or existing sprinkler systems, (iii) provide trash storage and removal services regardless of the location of any storage and removal facilities, except that if Landlord, in its sole discretion, shall provide trash services, then, in such event, Tenant shall be obligated to use and pay Landlord for the same as Additional Rent either (a) Tenant's Proportionate Share of such trash storage and removal service costs (or greater share if not all of the tenants participate in the service), or (b) on the basis of a separate metering or monitoring of Tenant's use of such services or facilities), (iv) change Tenant's air conditioning filter as necessary, but not less than four (4) times a year and have Tenant's air conditioner and heater serviced as necessary, but not less often than two (2) times a year, (v) repair and/or replace the exterior and interior portion of all doors, door checks, windows, plate glass, store front, all plumbing and sewage facilities within the leased premises, including free flow up to the main sewer line, and all other ordinary and extraordinary, foreseen and unforeseen repairs, replacements, renewals and restorations. Notwithstanding any contrary provision of this Article VI, Tenant, at its expense, shall make any and all repairs to the Leased Premises as may be necessitated by any break-in, forcible entry or other trespass into or upon the Leased Premises, regardless of whether or not such entry and damage is caused by the negligence or fault of Tenant or occurs during or after business hours. If Tenant fails, refuses or neglects to properly maintain the Leased Premises or to commence or complete any of the repairs or replacements required to be made by Tenant hereunder promptly and adequately after receipt of notice as defined below in Section 19.02, Landlord may, in addition to any other remedy Landlord may have, but shall not be required to, make or complete said maintenance, repairs or replacements and Tenant shall pay the cost and expense thereof, plus a charge of fifteen (15%) percent thereof, to Landlord upon demand as Additional Rent.

ARTICLE VII. REAL ESTATE TAXES

Section 7.01 - Liability:

As Additional Rent, Tenant shall pay to Landlord Tenant's Proportionate Share of all taxes and existing and future assessments, general and special, and governmental charges of any kind or nature whatsoever, which have been or may be levied or assessed by or payable to any lawful authority, during or for each calendar year during the Term hereof, against the land, buildings and improvements irrespective of whether such taxes are assessed against real or personal property. Such taxes, assessments and charges hereinafter are referred to, collectively, as "Taxes". Taxes shall be deemed levied or assessed with respect to the fiscal taxing period for which such Taxes are applicable, as designated by the taxing authority which levy the same,

except that the Taxes described in the next sentence shall be accrued ratably during the calendar year. Should the United States, State of Michigan or local municipality or any political subdivision thereof or any governmental authority having jurisdiction thereover either: (i) impose a tax and/or assessment of any kind or nature upon, against, measured by or with respect to the rentals payable by tenants of the Property to Landlord or on the income of Landlord derived from the Property, or with respect to the Landlord's, or the individuals' or entities' which form the Landlord herein, ownership of the land and buildings presently and/or at any time during the Term, either by way of substitution for all or any part of the Taxes levied or assessed against such land and such buildings, or in addition thereto; and/or (ii) impose a tax or surcharge of any kind or nature, upon, against or with respect to the parking areas or the number of parking spaces in the Property, then in either or both of such events, such tax, assessment and/or surcharge shall be deemed to constitute Taxes for the purpose of this Section 7.01 and Tenant shall be obligated to pay Tenant Proportionate Share of Taxes thereof as provided herein. "Tenant's Proportionate Share" shall be as set forth on the Lease Data Exhibit and as defined in section 5.04 of this Lease.

Any costs, expenses and attorneys' fees (including the costs of tax consultants) incurred by Landlord in connection with the negotiation for reduction in the assessed valuation of land, buildings and improvements comprising Landlord's parcel and any protest or contest of real estate taxes and/or assessments shall be included within the term "Taxes". Notwithstanding anything herein contained to the contrary, Tenant shall not have the right to contest the Taxes in any manner whatsoever.

Taxes shall not include any interest or penalties imposed by the assessing authority due to late payment except if arising as a result of Tenant's late payment of Tenant's Proportionate Share of Taxes thereof. If general or special assessments may be paid in installments over a period of years, Landlord shall pay such assessments in the permissible installments and only the installments coming due during the Term shall be included in Taxes payable by Tenant. If Landlord shall obtain a refund or abatement of any Taxes to which Tenant has contributed, Landlord shall refund to Tenant Tenant's Proportionate Share of Taxes thereof less Tenant's Proportionate Share of Taxes of Landlord's reasonable costs of obtaining the same. In no event shall Tenant be liable for such costs unless there shall be a net savings to Tenant. Except as expressly set forth above, Taxes shall not include any corporate, personal property, franchise, capital levy, inheritance, transfer or income tax levied on Landlord or the individuals or entities which form the Landlord herein.

Section 7.02 - Method of Payment:

Tenant shall pay its Tenant's Proportionate Share of such Taxes by the following method: one-twelfth (1/12) of the Taxes estimated to be due by Landlord shall be paid each month with Minimum Rent until the end of the first tax year after the Rent Commencement Date; thereafter, the monthly payments shall be based upon the tax bill for the previous tax year plus any reasonably anticipated increases. Landlord shall deliver to Tenant within one hundred twenty (120) days after the end of each calendar year of the Lease term, a statement setting forth the amount of Tenant's Proportionate Share of Taxes incurred by Landlord during the preceding year. Landlord and Tenant agree that Tenant shall pay Landlord or Landlord shall credit Tenant's account (or if such adjustment is at the end of the Lease term, Landlord shall pay to or

collect from Tenant, as the case may be), within ten (10) days after the receipt of such statement, such amount as may be necessary to affect reconciliation between the estimated amounts paid by Tenant to Landlord during such year versus Tenant's Proportionate Share of Taxes actually incurred by Landlord during such year.

ARTICLE VIII. INSURANCE

Section 8.01 - Liability Insurance:

Tenant shall, from the Effective Date until the end of the Term, keep in force and effect: (a) a commercial general liability insurance policy, protecting against claims for bodily injury, personal injury and property damage with respect to the Leased Premises and the business operated by Tenant and any other persons and entities conducting business in the Leased Premises, including steam boiler insurance if applicable, and including product liability coverage, including but not limited to (if this Lease covers premises in which food and/or beverages are sold and/or consumed) coverage for liability arising out of the consumption of food and/or beverages on or obtained at the Leased Premises and (if applicable to Tenant's business) liquor liability coverage, in which the limits for bodily injury (including personal injury and contractual liability) shall be not less than Three Million Dollars (\$3,000,000) single limit coverage; and (b) Workers' Compensation coverage as required by law and employer's liability insurance. The policy shall name Landlord, any other parties in interest designated by Landlord, and Tenant as insured, and shall contain a clause that the insurer will not cancel or change the insurance without first giving Landlord thirty (30) days' prior written notice. All insurance required to be carried by Tenant pursuant to this Lease shall be written by responsible insurance companies with a Best rating of at least A-:VII. Any such insurance may be furnished by Tenant under any blanket policy carried by it or under a separate policy therefor. A copy of each paid-up policy evidencing such insurance or a certificate of insurance certifying to the issuance of such policy shall be delivered to Landlord prior to the date possession of the Leased Premises is delivered to Tenant and upon renewals not less than thirty (30) days prior to the expiration of such coverage.

Section 8.02 - Property Insurance.

(a) Landlord shall, during the Term, carry insurance for fire and special extended coverage (as determined by Landlord), including vandalism, malicious mischief, and sprinkler leakage, insuring the improvements located within the Property including the Leased Premises and all appurtenances thereto (except Tenant's merchandise, trade fixtures, furnishings, operating equipment and personal property, such as signs, wall coverings, carpeting and drapes) for the full insurable value thereof such insurance coverage to include the improvements provided by Landlord, and such insurance coverage shall include rental insurance. Such insurance shall be issued by an insurance company licensed to do business in the State of Michigan with a Best rating of at least A-:VII.

(b) The cost of the premiums for all such insurance and of the expenses incurred by Landlord relative to insurance appraisals, adjusters and reasonable insurance consultants' and attorneys' fees in connection therewith shall be included in the costs of which Tenant pays Tenant's Proportionate Share pursuant to Section 5 of this Lease. Such charges may include the

cost of premiums covering more than a single year, provided Landlord has paid the premiums reflected in such statements.

(c) Tenant shall provide Landlord with a certificate setting forth the cost of Tenant's Work in the Leased Premises promptly after completion thereof. Tenant shall periodically notify Landlord of any change in the replacement value of Tenant's Work and upon receipt thereof Landlord will adjust its insurance accordingly.

(d) Tenant will not do or suffer to be done, or keep or suffer to be kept, anything in, upon or about the Leased Premises which will contravene Landlord's policies insuring against loss or damage by fire or other hazards (including, without limitation, public liability) or which will prevent Landlord from procuring such policies in companies acceptable to Landlord. If anything done, omitted to be done or suffered to be done by Tenant, or kept or suffered by Tenant to be kept, in, upon or about the Leased Premises shall cause the rate of fire or other insurance on the Leased Premises or other property of Landlord in companies acceptable to Landlord to be increased beyond the minimum rate from time to time applicable to the Leased Premises for the use permitted under this Lease or to any other property for the use or uses made hereof, Tenant will pay the amount of any increases.

(e) Tenant shall carry, at its expense, insurance against fire, vandalism, malicious mischief, and such other perils as are from time to time included in a standard extended coverage endorsement, insuring both the improvements located within the Leased Premises but also all of Tenant's merchandise, trade fixtures, furnishings, operating equipment and personal property, such as signs, wall coverings, carpeting and drapes located on or within the Leased Premises, in an amount equal to not less than one hundred (100%) percent of the full replacement cost thereof and to furnish Landlord with a certificate evidencing such coverage, naming Landlord, and other parties in interest as designated by Landlord, as insureds thereunder..

(f) Any certificate of insurance required to be furnished by Tenant under this Lease shall provide that the policies referenced by such certificate cannot be cancelled, amended or modified without at least thirty (30) days' written notice to the certificate holder.

Section 8.03 - Covenants to Hold Harmless:

Tenant will indemnify and defend Landlord and the officers, directors and shareholders of Landlord, and the managers, agents, and representatives of Landlord, and save it and them harmless from and against any and all claims, actions, damages, liability and expense in connection with all losses, including loss of life, personal injury and/or damage to property arising from or out of (a) any occurrence in, upon or at the Leased Premises, (b) the occupancy or use by Tenant of the Leased Premises or any part thereof, (c) Tenant's failure to comply with any provision of this Lease, (d) any act or omission of Tenant, its agents, contractors, suppliers, employees, servants, customers in the Leased Premises or licensees, and any person or entity conducting business in the Leased Premises, or (e) any Hazardous Materials installed or introduced into the Leased Premises or the Property by Tenant (or by others at Tenant's sufferance or with Tenant's permission) in whole or in part. All property kept, stored or maintained in the Leased Premises shall be so kept, stored or maintained at the risk of Tenant only. In case Landlord shall be made a party to any litigation commenced by or against Tenant,

except for an alleged breach of this Lease by Landlord, then Tenant shall protect and hold Landlord harmless and shall pay all costs, expenses and reasonable attorney fees incurred or paid by Landlord in connection with such litigation.

ARTICLE IX. DESTRUCTION OF LEASED PREMISES

Section 9.01 - Continuance of Lease:

In the event the Leased Premises shall be partially or totally destroyed by fire or other casualty insured under the provisions of Section 8.01 above, so as to become partially or totally untenable, then the damage to the Leased Premises shall be promptly repaired, unless Landlord shall elect not to rebuild or repair as hereinafter set forth. Notwithstanding the foregoing, Landlord and Tenant will first look to Tenant's insurance, which Tenant is required to carry by this Lease, to make a claim for recovery for loss or damage resulting from fire or other casualty to the Property including the Leased Premises. Except in the case of termination, Minimum Rent shall be abated in proportion to the amount of the Leased Premises rendered untenable until so repaired. In no event shall Landlord be required to repair or replace Tenant's merchandise, trade fixtures, furnishings or equipment. If more than twenty-five (25%) percent of the Leased Premises or of the floor area of the Property shall be damaged or destroyed by fire or other casualty, then Landlord may elect that the Property and/or the Leased Premises, as the case may be, be repaired or rebuilt or, at its sole discretion, terminate this Lease by giving notice to Tenant of its election to so terminate, such notice to be given within thirty (30) days after the occurrence of such damage or destruction. If Landlord is required or elects to repair or rebuild the Leased Premises as herein provided, Tenant shall repair or replace its merchandise, trade fixtures, furnishings and equipment in a manner and to at least a condition equal to that immediately prior to its damage or destruction. In the event of such casualty and rebuild or repair of the same can not with reasonable diligence be completed within two hundred ten (210) days after the date of said casualty, then Landlord may terminate this Lease upon notice to the other party, which notice must be given, if at all, within thirty (30) days of the date of such casualty.

Section 9.02 - Reconstruction; Rent Abatement:

If all or any portion of the Leased Premises is damaged by fire or other casualty and this Lease is not terminated in accordance with the above provision, then all insurance proceeds however recovered shall be made available for payment of the cost of repair, replacing and rebuilding to the extent within Landlord's control. Landlord shall use the proceeds from the insurance as set forth herein to repair or rebuild the Leased Premises to its same or better condition as on the Delivery Date, and Tenant shall, using the proceeds from the insurance provided for in Section 8.03 by Tenant, repair, restore, replace or rebuild that portion of the Leased Premises constituting Tenant's Work as defined herein together with any additional improvements installed by Tenant, such that the Leased Premises shall be restored to its condition as of immediately prior to the occurrence of such casualty. All of the aforesaid Tenant's insurance proceeds shall be deposited in escrow and shall be disbursed as work on repair, replacement or restoration progresses upon the certification of Landlord's architect that the balance in the escrow fund is sufficient to pay the estimated costs of completing the repair and restoration. If Tenant's insurance proceeds shall be less than Tenant's obligation hereunder,

Tenant shall pay the entire excess cost before any further disbursement will be made. Minimum Rent, which is payable hereunder during the existence of such damage and until such repair or rebuilding is substantially completed by Landlord, shall be equitably abated to the extent of rental interruption proceeds are paid to the Landlord. Equitable abatement shall terminate upon the earlier of the date upon which Tenant commences to use substantially all of the Leased Premises for business with the public or the date sixty (60) days from which Landlord substantially completes its repair or rebuilding of the Leased Premises.

ARTICLE X. CONDEMNATION

Section 10.01 - Eminent Domain:

If twenty-five (25%) percent or more of the Leased Premises shall be taken or condemned by any competent government authority, then either party may elect to terminate this Lease by giving notice to the other party not more than sixty (60) days after the date of which such title shall vest in the authority. If the parking facilities are reduced below seventy (70%) percent of the minimum parking requirements imposed by the applicable authorities, Landlord or Tenant may elect to terminate this Lease by giving notice within one hundred twenty (120) days after such taking, however, in the event of such termination by Tenant then Landlord shall be afforded a reasonable opportunity to meet code requirements. In the case of any taking or condemnation, whether or not the term of this Lease shall cease and terminate, the entire award shall be the property of Landlord; provided, however, Tenant shall be entitled to any award as may be allowed for fixtures and other equipment which under the terms of this Lease would not have become the property of Landlord; further provided, that any such award to Tenant shall not be in diminution of any award to Landlord as a result of such taking or condemnation.

ARTICLE XI. ASSIGNING, SUBLETTING AND ENCUMBERING LEASE

Section 11.01 - Assigning, Subletting and Encumbering Lease:

(a) Tenant shall not, without Landlord's prior written consent, which Landlord may withhold in its sole discretion, (i) assign or otherwise transfer, or mortgage or otherwise encumber, this Lease or any of its rights hereunder, (ii) sublet the Leased Premises or any part thereof, or permit the use of the Leased Premises or any part thereof by any persons other than Tenant or its agents, or (iii) permit the assignment or other transfer of this Lease or any of Tenant's rights hereunder by operation of law. A transfer of the effective voting control of Tenant pursuant to a direct or indirect transfer of equity interests or merger which results in a change of control or management in Tenant shall be deemed to be an assignment of this Lease for purposes of this Article. Any attempted or purported transfer, assignment, mortgaging or encumbering of this Lease or any of Tenant's interest hereunder and any attempted or purported subletting or grant of a right to use or occupy all or a portion of the Leased Premises in violation of the foregoing sentence shall be null and void and shall not confer any rights upon any purported transferee, assignee, mortgagee, sublessee or occupant.

Landlord and Tenant agree that Landlord may consider any reasonable factor in determining whether or not to grant its consent. Landlord and Tenant agree the following factors, or any other reasonable factor, will be reasonable grounds:

- (1) Financial strength of the proposed subtenant/assignee, as evidenced by financial statements and as further evidenced by such other information that Landlord may reasonably request.
- (2) The use of the Leased Premises (a) will not violate or create any potential violation of any laws or agreements affecting the Leased Premises or Property (including so called exclusive agreements), (b) will complement the tenant mix at the Property and will be otherwise consistent with uses being conducted by reputable and creditworthy tenants leasing similar space is similar properties, or (c) will not constitute a nuisance or disturb or endanger other tenants of the Property.
- (3) There must be no existing or uncured Default by the existing Tenant.
- (4) The proposed subtenant/assignee must not be a party with whom Landlord is currently negotiating for space in the Property or an existing tenant of the Property.
- (5) The proposed subtenant/assignee must not be in default in any other agreement with the Landlord, nor have a history of defaults with the Landlord.
- (6) The managerial and operational skills of the proposed subtenant/assignee must be sufficient to reasonably conclude that such assignee/subtenant will operate the Leased Premises in a reputable manner.

(b) In the event Tenant desires to assign or transfer this Lease, or sublet (or permit occupancy or use of) the Leased Premises, or any part thereof, Tenant shall give Landlord thirty (30) days prior written notice of Tenant's intention to so assign or transfer or sublet all or any part of the Leased Premises (which notice shall include all information necessary for Landlord to evaluate Tenant's proposal). For thirty (30) days following receipt of said notice, Landlord shall have the right, exercisable by sending notice to Tenant, to (i) refuse to permit such assignment, sublet or transfer, (ii) permit such assignment, (iii) terminate this Lease, or (iv) sublet from Tenant for the balance of the term of this Lease, (aa) all of the Leased Premises in the event Tenant notified Landlord of its intention to assign or transfer this Lease, or (bb) only so much of the Leased Premises as Tenant intends to sublet in the event Tenant notified Landlord of its intention to sublet the Leased Premises or a portion thereof, at the same rent per square foot Tenant is obligated to pay to Landlord hereunder. In the event that Landlord elects to terminate the Lease as provided above, Tenant may void said termination by notifying Landlord within ten (10) days after receipt of Landlord's termination notice that it withdraws its proposed assignment/sublet. Tenant may assign or transfer this Lease, or sublet such space if Tenant has obtained the prior written consent of Landlord. In the event Tenant is in Default hereunder, Tenant hereby assigns to Landlord the rent due from any subtenant of Tenant and hereby authorizes each such subtenant to pay said rent directly to Landlord. The consent by Landlord to any assignment, transfer or subletting to any party shall not be construed as a waiver or release of Tenant under the terms of any covenant or obligation under this Lease, nor shall the collection or acceptance of rent from any such assignee, transferee, subtenant or occupant constitute a waiver

or release of Tenant of any covenant or obligation contained in this Lease, nor shall any such assignment, transfer or subletting be construed to relieve Tenant from giving Landlord said thirty (30) days' notice or from obtaining the consent in writing of Landlord to any further assignment, transfer or subletting.

(c) In the event Landlord does not exercise its right to have all or a portion of the Leased Premises, as the case may be, subleased or assigned to it but gives Tenant its written consent to assign, transfer or sublet all or a portion of the Leased Premises to a third party, one-half of any monthly rent or other payment accruing to Tenant (less Tenant's reasonable transaction costs) as the result of any such assignment, transfer, or sublease, including any lump sum or periodic payment in any manner relating to such assignment, transfer or sublease, which is in excess of the rent then payable by Tenant under this Lease shall be paid by Tenant to Landlord monthly as Additional Rent. Landlord may require a certificate from Tenant specifying the full amount of any such payment of whatsoever nature.

(d) Any costs and expenses, including attorneys' fees (which shall include the cost of any time expended by Landlord's in-house counsel) incurred by Landlord in connection with any proposed or purported assignment, transfer or sublease shall be borne by Tenant and shall be payable to Landlord as Additional Rent. Landlord agrees that said amount for Landlord's costs (not including outside counsel) shall not exceed One Thousand Five Hundred and 00/100 (\$1,500.00) Dollars.

ARTICLE XII. SUBORDINATION AND FINANCING

Section 12.01 - Subordination:

This Lease and Tenant's tenancy hereunder shall be subject and subordinate at all times to the lien of any mortgage or deed of trust now or hereafter placed upon the interest of Landlord and the Leased Premises. Tenant also agrees that any mortgagee or trustee may elect to have this Lease a prior lien to its mortgage or deed of trust, and in the event of such election, and upon notification by such mortgagee or trustee to Tenant to that effect, this Lease shall be deemed prior in lien to the said mortgage or deed of trust, whether this Lease is dated prior to or subsequent to the date of said mortgage or deed of trust. Tenant agrees to execute and deliver upon request such instruments as may be desired by Landlord or by any mortgagee or trustee subordinating this Lease to the lien of any present or future mortgage or deed of trust, or as may be otherwise required to carry out the intent of this Section. In the event that Tenant is requested to execute any such instrument subordinating this Lease to the lien of any future mortgage or future deed of trust, then such instrument shall contain a provision stating that Tenant's rights under this Lease and its use, possession, and enjoyment of the Leased Premises pursuant to this Lease shall not be diminished or disturbed provided Tenant is not in default of this Lease.

Section 12.02 - Attornment:

If, and so long as this Lease is in full force and effect, then at the option of the mortgagee: (a) this Lease shall remain in full force, notwithstanding (i) a default under the mortgage by Landlord, (ii) failure of Landlord to comply with this Lease, (iii) a defense to which Tenant might be entitled against Landlord under this Lease, or (iv) any bankruptcy or similar

proceedings with respect to Landlord, (b) if any such mortgagee shall become possessed of the Leased Premises, Tenant shall be obligated to such mortgagee to pay to it the rentals and other charges due hereunder and to thereafter comply with all the terms of this Lease, and (c) if any mortgagee or purchaser, at a private or public sale shall become possessed of the Leased Premises, Tenant shall, without charge, attorn to such mortgagee or purchaser as its landlord under this Lease. Tenant agrees that in the event Landlord is in default under this Lease, any mortgagee or trustee under a deed of trust of Landlord's interest in the Leased Premises shall be permitted (but not required) to enter the Leased Premises for the purpose of correcting or remedying such default, and Tenant agrees to accept performance by such mortgagee or trustee in lieu of performance by Landlord. Tenant further agrees that, from and after notice from Landlord of the name and address of any mortgagee or trustee, Tenant will contemporaneously deliver notice to any such mortgagee or trustee of a default by Landlord under the Lease. Notwithstanding any provision of this Lease, Tenant agrees that no termination of the Lease or abatement or reduction of rent or any other amounts under this Lease shall be effective unless and until such mortgagee or trustee has received notice and fails within thirty (30) days of the date on which Landlord's cure period expires to cure the default of Landlord in question, or if the default cannot be cured within said thirty (30) days, fails to commence and diligently prosecute the cure of such default.

Section 12.03 - Financing:

In the event the construction lender, land lessor or the permanent lender for the Property requires, as a condition to financing modifications to this Lease, provided such modifications are reasonable, do not adversely affect Tenant, do not materially alter the approved working plans and do not increase the rent and other sums to be paid hereunder, Landlord shall submit to Tenant a written amendment with such required modifications and Tenant agrees to execute and return such amendment to Landlord within ten (10) days.

Section 12.04 - Estoppel:

From time to time and upon five (5) days' notice, Tenant agrees to execute and deliver a written acceptance/estoppel certificate confirming that Tenant has accepted the Leased Premises and such other facts relative to this Lease as Landlord or any mortgagee of the Property may request to be confirmed. If Tenant fails to execute such certificate, Tenant hereby appoints Landlord as its attorney-in-fact, irrevocably, to execute and deliver such certificate for Tenant.

ARTICLE XIII. DEFAULTS

Section 13.01 - Events of Default: Events of Default:

If any one or more of the following events occur, said event or events shall hereby be classified as a "Default" and such Default shall be determined by Landlord's sole and absolute discretion:

(a) If Tenant fails to pay Minimum Rent, Additional Rent or any other charges required to be paid by Tenant when same shall become due and payable;

(b) If Tenant shall fail to perform or observe any terms and conditions of this Lease, and such failure shall continue for twenty (20) days after notice from Landlord (except that such twenty (20) day period shall be automatically extended for such additional period of time as is reasonably necessary to cure such Default, if such Default cannot be cured within such period, provided Tenant commences the process of curing the same within said twenty (20) day period and diligently pursues such cure to completion within not more than thirty days in total);

(c) If Tenant refuses to take possession of the Leased Premises at the Delivery Date, or fails to open its doors for business on the Rent Commencement Date as required herein, vacates the Leased Premises and permits the same to remain unoccupied and unattended or substantially ceases to carry on its normal activities in the Leased Premises;

(d) If Tenant, or any guarantor of Tenant's obligations hereunder, shall: (i) convey or assign any substantial portion of its assets for less than fair value, or (ii) make distributions to its owners other than in the ordinary course of business, or (iii) make an assignment for the benefit of creditors or file a petition, in any state court, in bankruptcy, reorganization, composition, or make an application in any such proceedings for the appointment of a trustee or receiver for all or any portion of its property;

(e) If any petition shall be filed under state law against Tenant or any guarantor of Tenant's obligations hereunder in any bankruptcy, reorganization or insolvency proceedings, and said proceedings shall not be dismissed or vacated within thirty (30) days after such petition is filed;

(f) If a receiver or trustee shall be appointed under state law for Tenant or any guarantor of Tenant's obligations hereunder, for all or any portion of the property of either of them, and such receivership or trusteeship shall not be set aside within thirty (30) days after such appointment; or

(g) If any execution, levy, attachment or other legal process of law shall occur upon Tenant's goods, fixtures, or interest in the Leased Premises.

(h) If Tenant experiences a material adverse change in its financial condition as set forth in section 19.13 of this Lease.

(i) If Tenant fails to maintain insurance as required under this Lease or attempts to make an assignment, sublet or transfer in violation of this Lease.

(j) If Tenant violates section 19.19.

Section 13.02 - Landlord's Remedies:

Upon the occurrence of any event of default set forth in Section 13.01, or elsewhere in this Lease, Landlord shall have the following rights and remedies, in addition to those allowed by law, any one or more of which may be exercised without further notice to or demand upon Tenant:

(a) Landlord may terminate this Lease as of the date of such default, in which event (i) neither Tenant nor any person claiming under or through Tenant shall thereafter be entitled to possession of the Leased Premises, and Tenant shall immediately thereafter surrender the Leased Premises to Landlord; (ii) Landlord may re-enter the Leased Premises and dispossess Tenant or any other occupants of the Leased Premises by any means permitted by law, and may remove their effects, without prejudice to any other remedy which Landlord may have for possession or arrearages in rent; and (iii) notwithstanding the termination of this Lease, Landlord may declare all rent which would have been due under this Lease for the balance of the Lease term to be immediately due and payable (with a five (5%) percent present value discount), whereupon Tenant shall be obligated to pay the same to Landlord, together with all loss or damage which Landlord may sustain by reason of such termination; with it being expressly understood and agreed that the liabilities and remedies specified in this paragraph shall survive the termination of this Lease; and/or

(b) Landlord may, without terminating this Lease, re-enter the Leased Premises and relet all or any part of the Leased Premises for a term different from that which would otherwise have constituted the balance of the Lease term and for rent and on any terms and conditions acceptable to Landlord in its sole discretion, including terms and conditions substantially different from those contained herein, whereupon Tenant shall be obligated to pay to Landlord as liquidated damages the difference between the rent provided herein and that provided for in any lease covering a subsequent reletting of the Leased Premises, for the period which would otherwise have constituted the balance of the Lease term, together with all of Landlord's reasonable costs and expenses for reletting the Leased Premises, including any real estate commissions and the cost of all repairs and Tenant finish improvements. Taking possession of the Leased Premises by Landlord pursuant to this subsection shall not be construed as an election to terminate this Lease unless notice of such intention is given to Tenant or decreed by a court of competent jurisdiction. Notwithstanding any reletting without termination by Landlord because of Tenant default, Landlord may at any time after such reletting elect to terminate this Lease for such default.

(c) Landlord may, without terminating this Lease, take such actions contemplated by Section 19.16 below and/or those rights set forth in the Uniform Commercial Code, being MCL 440.1101 et seq, with or without court action.

In addition to the foregoing, Landlord may also sue for injunctive relief or to recover damages for any loss resulting from the breach. Should suit be brought or Landlord incur any legal expenses in the enforcement of this Lease against Tenant, including expenses incurred in the bringing of suit for recovery of possession of the Leased Premises, for the recovery of rent or for any other amount due under the provisions of this Lease, Tenant shall pay to Landlord all expenses incurred therefore including actual attorney fees.

Parties hereto shall and do hereby waive trial by jury in any action, proceeding or counter claim brought by either of the parties hereto against the other on any matters whatsoever arising out of or any way connected with this Lease, Tenant's use or occupancy of the Lease Premises and/or any claim of injury or damage. In the event Landlord commences proceedings for non-

payment of rent or other monetary obligations under this Lease, Tenant shall not interpose any counter claim of whatever nature or description in any such proceeding.

It is agreed that each and every of the rights, remedies and benefits provided by this Lease shall be cumulative, and shall not be exclusive of any other of said rights, remedies and benefits, or of any other rights, remedies and benefits allowed by law.

Section 13.03 - Additional Remedies and Waivers:

The rights and remedies of Landlord set forth herein shall be in addition to any other right and remedy now or hereinafter provided by law and all such rights and remedies shall be cumulative. No action or inaction by Landlord shall constitute a waiver of a Default and no waiver of Default shall be effective unless it is in writing, signed by Landlord.

Section 13.04 - Default by Landlord:

Landlord shall in no event be charged with a default hereunder unless Landlord shall fail to perform or observe any term, condition, covenant or obligation required to be performed or observed by it under this Lease for a period of thirty (30) days after written notice thereof from Tenant; provided, however, that if the term, condition, covenant or obligation to be performed by Landlord is of such nature that the same cannot reasonably be performed within such thirty (30) day period, such default shall be deemed to have been cured if Landlord commences such performance within said thirty (30) day period and thereafter diligently undertakes to complete the same. In no event will a default by Landlord permit Tenant to terminate this Lease or to pursue any claims for consequential, indirect, punitive or special damages.

ARTICLE XIV. BANKRUPTCY OR INSOLVENCY

Section 14.01 - Tenant's Interest Not Transferable:

Neither Tenant's interest in this Lease, nor any interest therein of Tenant nor any estate hereby created in Tenant, shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law.

Section 14.02 - Landlord's Option to Terminate:

In the event the estate created in Tenant hereby shall be taken, in execution or by other process of law, or if Tenant or Tenant's Guarantor or their respective executors, administrators or assigns, if any, shall be adjudicated insolvent or bankrupt pursuant to the provisions of any state or federal insolvency or bankruptcy act, or if a receiver or trustee of the property of Tenant or Tenant's Guarantor, if any, shall be appointed by reason of the insolvency or inability of Tenant or Tenant's Guarantor, if any, to pay its debts, or if any assignment shall be made of the property of Tenant or Tenant's Guarantor, if any, for the benefit of creditors, then and in any such events, Landlord may at its option terminate this Lease and all rights of Tenant hereunder, by giving to Tenant notice of the election of Landlord to so terminate, in which event this Lease shall cease and terminate with the same force and effect as though the date set forth in said notice were the

date originally set forth herein and fixed for the expiration of the Term, and Tenant shall vacate and surrender the Leased Premises but shall remain liable as herein provided.

Section 14.03 - Tenant's Obligation to Avoid Creditors' Proceedings:

Tenant or Tenant's Guarantor, if any, shall not cause or give cause for the institution of legal proceedings seeking to have Tenant or Tenant's Guarantor, if any, adjudicated bankrupt, reorganized or rearranged under the bankruptcy laws of the United States, and shall not cause or give cause for the appointment of a trustee or receiver for the assets of Tenant or Tenant's Guarantor, if any, and shall not make any assignment for the benefit of creditors, or become or be adjudicated insolvent. The allowance of any petition under the bankruptcy law, or the appointment of a trustee or receiver of Tenant or Tenant's Guarantor, if any, or its assets, shall be conclusive evidence that Tenant caused, or gave cause therefor, unless such allowance of the petition, or the appointment of a trustee or receiver, is vacated within thirty (30) days after such allowance or appointment. Any act described in this Section 14.03 shall be deemed a material breach of Tenant's obligation hereunder, and upon such breach by Tenant, Landlord may, at its option and in addition to any other remedy available to Landlord, terminate this Lease and all rights of Tenant hereunder, by giving to Tenant notice of the election of Landlord to so terminate.

Section 14.04 - Application of Bankruptcy Proceeds:

Notwithstanding anything to the contrary contained in this Article XIV, in the event, for any reason whatsoever, the interest of Tenant in this Lease is subject to assignment or sale by the Bankruptcy Court, then, and in that event, all proceeds of such sale or assignment shall be paid to Landlord and not to Tenant nor to the bankruptcy estate.

Section 14.05 - Bankruptcy:

(a) Neither Tenant's interest in this Lease, nor any estate hereby created in Tenant nor any interest herein or therein, shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law, except as may specifically be provided pursuant to the Bankruptcy Code (11 USC §101 et. seq.), as the same may be amended from time to time.

(b) Rights and Obligations Under the Bankruptcy Code. (1) It is understood and agreed that this Lease is a lease of real property in a Property as such lease is described in Section 365 of the Bankruptcy Code, as the same may be amended from time to time. (2) Upon the filing of a petition by or against Tenant under the Bankruptcy Code, Tenant, as debtor and as debtor-in-possession, and any trustee who may be appointed with respect to the assets of or estate in bankruptcy of Tenant, agree to pay monthly in advance on the first day of each month, as reasonable compensation for the use and occupancy of the Leased Premises, an amount equal to all Minimum Rent, Additional Rent and other charges otherwise due pursuant to this Lease. (3) Included within and in addition to any other conditions or obligations imposed upon Tenant or its successor in the event of the assumption and/or assignment of this Lease are the following: (i) the cure of any monetary defaults and reimbursement of pecuniary loss within not more than thirty (30) days of assumption and/or assignment; (ii) the deposit of an additional sum equal to not less than three (3) months' Minimum Rent and Additional Rent to be held by Landlord as a

security deposit, which sum shall be determined by Landlord, in its sole discretion, to be a necessary deposit to secure the future performance under the Lease of Tenant or its assignee; (iii) the use of the Leased Premises as set forth in Section 4.01 of this Lease and the quality, quantity and/or lines of merchandise, goods or services required to be offered for the sale are unchanged; and (iv) the prior written consent of any mortgagee to which this Lease has been assigned as collateral security.

ARTICLE XV. RIGHT OF ACCESS

Section 15.01 - Right of Access:

Landlord may, upon prior notice to Tenant (except in the case of an emergency, in which case no such notice is required), enter upon the Leased Premises for the purpose of inspecting, making repairs, replacements or alterations, and showing the Leased Premises to prospective purchasers, lenders or lessees. During the last six (6) months of the term, Landlord shall have the right to display one (1) or more "For Rent" signs on or about the Leased Premises.

ARTICLE XVI. DELAYS

Section 16.01 - Delays:

If Landlord or Tenant is delayed from performing any of their respective obligations during the term of this Lease because of weather, strikes, delays in the permitting or governmental administrative process, acts of God or other cause beyond their control, then the period of such delays shall be deemed added to the time herein provided for the performance of any such obligation and the defaulting party shall not be liable for losses or damages caused by such delays; provided, however, that this Article shall not apply to the payment of any sums of money required to be paid by Tenant hereunder or any obligation of Landlord or Tenant that can be satisfied by the payment of money. Subject to the foregoing, time is of the essence with respect to all obligations to be performed by Tenant pursuant to the terms of this Lease.

ARTICLE XVII. END OF TERM

Section 17.01 - Return of Leased Premises:

Upon the expiration or termination of this Lease, Tenant shall quit and surrender the Leased Premises to Landlord, in good order, broom clean, normal wear and usage excepted. Subject to the other terms of this Lease, Tenant shall, at its expense, remove all property of Tenant, all alterations to the Leased Premises not wanted by Landlord, including without limitation, all exterior signs, and repair damage caused by such removal and return the Leased Premises to the condition in which they were prior to the installation of the article so removed. Tenant expressly acknowledges that it has no real estate interest in the Leased Premises upon the expiration or termination of this Lease, and that any interest that Tenant has in the Leased Premises consists only of personal property.

Section 17.02 - Holding Over:

If Tenant shall hold possession of the Leased Premises after the expiration or termination of this Lease, at Landlord's option (i) Tenant shall be deemed to be occupying the Leased Premises as a tenant from month-to-month at one hundred fifty (150%) percent of the Minimum Rent in effect during the last Lease Year immediately preceding such holdover, and otherwise subject to all of the terms and conditions of this Lease but terminable by Landlord on thirty days' notice, or (ii) Landlord may exercise any other remedies it has under this Lease or at law or in equity including an action for wrongfully holding over.

ARTICLE XVIII. COVENANT OF QUIET ENJOYMENT

Section 18.01 - Covenant of Quiet Enjoyment:

Landlord covenants that if and so long as Tenant pays in full all the rent and all other charges provided for herein and performs all of its obligations provided for herein, and had not ever been or is not currently in Default, Tenant shall at all times during the term hereof peaceably have, hold and enjoy the Leased Premises, without any interruption or disturbance from Landlord, or anyone claiming through or under Landlord, subject to the terms hereof, and any mortgages to which this Lease is subordinate.

ARTICLE XIX. MISCELLANEOUS

Section 19.01 - Interpretation:

This Lease contains the entire agreement between the parties hereto and there are no promises, agreements, conditions, undertakings, or warranties or representations, oral or written, between them other than as herein set forth. In the event of any conflict or irreconcilable inconsistency between the provisions contained in the body of this Lease and its exhibits, the provisions contained in the exhibits shall control. The Lease or any part of it may not be changed, altered, modified, limited, terminated, or extended orally or by any agreement between the parties unless such agreement is in writing and signed by the parties hereto, their legal representatives, successors or permitted assigns. Tenant acknowledges and agrees that neither Landlord nor any representative of Landlord nor any broker has made any representation to or agreement with Tenant relating to the Leased Premises, this Lease or the Property which is not contained in the express terms of this Lease. Tenant acknowledges and agrees that Tenant's execution and delivery of this Lease is based upon Tenant's independent investigation and analysis of the business potential and expenses in connection with this Lease, and Tenant hereby expressly waives any and all claims or defenses by Tenant against the enforcement of this Lease which are based upon allegations of representations, projections, estimates, understandings or agreements by Landlord or Landlord's representative that are not contained in the express terms of this Lease.

Section 19.02 - Notice:

All notices, consents, requests, demands, designations or other communications which may or are required to be given by either party to the other under this Lease shall be in writing and shall be deemed to have been duly given and received when:

(1) If to Landlord: (a) personally delivered; or (b) three (3) days after being deposited in the United States mail, certified or registered, postage prepaid; or (c) one (1) business day after being deposited with a nationally recognized overnight courier service at the address set forth on page 1 of this Lease, or to such other place as Landlord may from time to time designate in a notice to Tenant, **WITH A REQUIRED COPY to Landlord's attorney at the following address:**

Thomas W. Forster, Esq.

Varnum LLP

101 N. Main, Suite 525

Ann Arbor, Michigan 48104

(2) If to Tenant: (a) personally delivered; or (b) three (3) days after being deposited in the United States mail, certified or registered, postage prepaid; or (c) one (1) business day after being deposited with a nationally recognized overnight courier service; or (d) sent by facsimile transmission or electronic mail to be immediately followed by delivery in accordance with the foregoing (a), (b) or (c), and in all instances at the Leased Premises address as set forth on page 1 of this Lease, or to such other place as Tenant may from time to time designate in a notice to Landlord. Tenant hereby appoints as its agent to receive the service of all dispossessory or distraint proceedings and notices thereunder the person in charge of or occupying the Leased Premises at the time, and, if no person shall be in charge of or occupying the Leased Premises at the time, then such service may be made by attaching the same on the main entrance of the Leased Premises.

Either party may change addresses for notices by a notice sent in accordance with the provisions of this Section.

Section 19.03 - Applicable Laws:

It is the intent of the parties hereto that all questions and/or disputes with respect to the construction of this Lease and the rights and the liabilities of the parties hereto shall be determined in accordance with the laws of the State of Michigan. Any and all such disputes shall be filed either in the Circuit Court of Oakland County, MI or the court of competent jurisdiction in the jurisdiction in which the Property is located. Said choice to be made in the sole discretion of the party filing suit.

Section 19.04 - Successors:

This Lease shall bind and inure to the benefit of the parties hereto and their respective legal representatives, and their permitted successors and assigns.

Section 19.05 - Limitation on Landlord's Personal Liability:

There shall be no personal liability on Landlord, its officers, partners, employees, shareholders, agents beneficiaries, or any successor in interest with respect to any provisions of this Lease, or amendments, modifications or renewals hereof. Tenant shall look solely to the Landlord's interest in the Leased Premises for the satisfaction of any remedies of Tenant in the event of a breach by Landlord of any of its obligations hereunder.

Section 19.06 - Brokers:

Tenant and Landlord each warrant and represent to the other that there was no broker, agent or other consultant instrumental in consummating this Lease other than those entities (collectively, the "Consultant") identified on the cover page of this Lease. Landlord and Tenant each agree to indemnify and hold the other harmless against any claims for brokerage commission or consulting fee arising by reason of a breach by the indemnifying party of this representation and warranty. Landlord shall be responsible for the payment of and indemnify Tenant with respect to any fee due the Brokers/Consultants identified on the Lease Data Exhibit sheet, which payment shall be pursuant to the terms and conditions of a separate written agreement between Landlord and the Consultant.

Section 19.07 - Landlord Assignment:

Landlord hereunder shall have the right to freely assign this Lease without notice to or consent of Tenant. In the event of any transfer or transfers of Landlord's interest in the Leased Premises, including a so-called sale-leaseback, the transferor shall be automatically relieved of any and all obligations on the part of Landlord accruing from and after the date of such transfer, including, but not limited to, any obligation to Tenant with respect to the security deposit referred to in Section 2.03 of this Lease upon assignment of the same to the transferee, provided that the interest of the transferor, as Landlord, in any funds then in the hands of Landlord in which Tenant has an interest shall be turned over, subject to such interest, to the then transferee. Upon the termination of any Lease in a sale-leaseback transaction prior to termination of this Lease, the former lessee thereunder shall become and remain liable as Landlord hereunder until a further transfer. No holder of a mortgage or deed of trust to which this Lease is, or may be subordinate, shall be responsible in connection with the security deposited hereunder, unless such mortgagee or holder of such deed of trust of lessor shall have actually received the security deposited hereunder.

Section 19.08 - Relationship of the Parties:

The terms of this Lease shall not be interpreted to mean that Landlord and Tenant are partners or joint ventures.

Section 19.09 - Waiver of Right of Redemption:

Tenant hereby expressly waives for itself and all persons claiming by or through it, any right of redemption or for the restoration of the operation of this Lease under any present or future law in case Tenant shall be dispossessed for any cause.

Section 19.10 - Waiver of Jury Trial:

LANDLORD AND TENANT HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON OR IN RESPECT OF ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT HEREUNDER, TENANT'S USE OR OCCUPANCY OF THE LEASED PREMISES AND/OR ANY CLAIM OF INJURY OR DAMAGE.

Section 19.11 - Invalidity of Particular Provisions:

If any provision of this Lease or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

Section 19.12 - Strict Performance:

No failure by Landlord to insist upon the strict performance of any term, covenant, agreement, provision, condition or limitation of this Lease to be kept, observed or performed by Tenant, and no failure by Landlord to exercise any right or remedy consequent upon a breach of any such term, covenant, agreement, provision, condition or limitation of this Lease, shall constitute a waiver of any such breach or of any such term, covenant, agreement, provision, condition or limitation.

Section 19.13 - Financial Disclosures:

Tenant and any Guarantor agree promptly to disclose to Landlord any material adverse change in the financial condition of Tenant or of the Guarantor occurring from and after the date hereof. Upon Landlord's written request, Tenant shall promptly furnish to Landlord, from time to time, financial statements reflecting Tenant's current financial condition, which financial statements shall be certified as being true and correct by the chief financial officer and by the chief executive officer of Tenant, and shall upon Landlord's written request promptly furnish Landlord, from time to time, financial statements reflecting the current financial condition of each Guarantor of this Lease, which financial statements shall be certified as being true and correct by the chief financial officer and by the chief executive officer of each such Guarantor. Landlord shall use reasonable efforts to keep all financial information divulged pursuant to this Section 19.13 confidential, however, the aforesaid confidentiality requirement shall not apply to any information that becomes generally available to the public, any information received by Landlord from third parties without breach of any confidentiality agreement with respect to any such information, any disclosure by Landlord to a bank or a potential purchaser of the Property, or pursuant to any court order or any litigation. Tenant shall further promptly notify Landlord of any event of default of the terms of a lease at any location at which Tenant, or any entity owned or controlled by tenant, does business regardless of whether the Landlord at such location has

taken any action with respect to such default. Tenant agrees that such an event of default shall constitute a material adverse change in Tenant's financial condition.

Section 19.14 - Execution in Counterparts:

This Lease may be executed in one or more counterparts, any one or all of which shall constitute but one agreement.

Section 19.15 - Execution of Lease by Landlord:

The submission of this document for examination and negotiation does not constitute an offer to lease, or a reservation of, or an option for, the Leased Premises, and this document shall be effective and binding only upon the execution and delivery hereof by both Landlord and Tenant.

Section 19.16 - Security Agreement:

Tenant hereby grants to Landlord a security interest in all inventory, equipment, fixtures, trade fixtures, improvements, and merchandise now or hereafter located in the Leased Premises, and all proceeds and accounts receivable therefrom (the "Collateral"), to secure the payment and performance of Tenant's obligations set forth in this Lease. Tenant further grants to Landlord a security interest in this Lease, to secure the payment and performance of Tenant's obligations set forth in this Lease (the "Additional Collateral"). Tenant hereby appoints Landlord its true and lawful attorney-in-fact in its name or otherwise to execute and file any financing statement(s) on behalf of Tenant and to do any and all acts and to execute and file any and all documents which may be necessary to realize, perfect, continue, preserve and protect the security interest upon the Collateral or the Additional Collateral. Notwithstanding the foregoing, nothing in this provision shall require the Landlord to perfect its security interest in the Collateral or Additional Collateral in order to lawfully exercise such rights as to the Tenant. Tenant hereby appoints Landlord its true and lawful attorney-in-fact in its name or otherwise to execute and file any financing statement(s) on behalf of Tenant and to do any and all acts and to execute and file any and all documents which may be necessary to realize, perfect, continue, preserve and protect the security interest upon the Collateral. In the event of default and upon demand Tenant agrees that it shall assign this Lease to Landlord or such other third party as the Landlord directs if such assignment can be done in any way that reduces Tenant's defaulted obligations under this Lease. Should Tenant refuse to execute such assignment, Tenant further hereby appoints Landlord its true and lawful attorney-in-fact in Tenant's name and on Tenant's behalf to sign any assignment of this Lease to another party or to Landlord.

Upon the occurrence of any Default, Landlord shall be entitled to exercise all of the rights and remedies of a secured party under the Uniform Commercial Code. Reasonable attorneys' fees of Landlord in enforcing any right or exercising any remedy pursuant to this Section 19.16 shall be deemed a part of the obligation secured hereby. Notwithstanding anything to the contrary contained herein, Tenant may encumber or grant a security interest or other interest in any signs, inventory, personal property, trade fixtures, and equipment (excluding permanent leasehold improvements) which Tenant may install in the Leased Premises to a *bona fide*

mortgagee, lender or secured creditor, to whose rights Landlord's interest shall be subordinate, if such interest is disclosed in writing to Landlord prior to execution of this Lease.

Section 19.17 - Effect of Captions:

The captions or legends in this Lease are inserted for convenient reference or identification of the particular paragraphs. They are in no way intended to describe, interpret, define or limit the scope, extent or interest of this Lease, or any paragraph or provision thereof.

Section 19.18 - Recording:

This Lease shall not be recorded. Upon Tenant's request, Landlord shall execute and deliver a recordable memorandum of lease setting forth the term hereof, the names and addresses of the parties and such other information as may be mutually agreeable to Landlord and Tenant.

Section 19.19 - Confidentiality:

Tenant covenants to not disclose this Lease, the terms hereof, or any part of this Lease to anyone other than its attorneys, accountants, employees, or lenders who need to know of its content in order to perform their duties for Tenant and agree to also hold this information confidential. If Tenant is compelled by court order to release the information, it shall notify Landlord immediately and not disclose it prior to Landlord having the chance to litigate the disclosure, require a protective order or take other measures to prevent disclosure.

Section 19.20 – Good Faith Dealing:

Landlord and Tenant shall be obligated to act in good faith in the performance and enforcement of their rights and obligations hereunder, and shall have an obligation to deal fairly and reasonably with each other, having due regard for all relevant facts and circumstances.

Section 19.21– No Presumption Against Drafting Party:

The parties acknowledge that each party and, if it so chooses, its counsel, have reviewed and revised the Lease and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Lease or any amendments or exhibits hereto.

Section 19.22 – Guarantor:

Tenant's obligations under the terms of this Lease shall be guaranteed by the execution and delivery by the guarantor (the "Guarantor") identified on the cover page of this Lease, of the guaranty attached to this Lease. If the cover page of this Lease does not identify a Guarantor, then unless a Guarantor executes and delivers the Guaranty, this section of the Lease shall be of no force and effect.

Section 19.23 – Exhibits and Attachments:

The following Exhibits are attached to and made a part of this Lease by this reference hereto:

- | | | |
|----|------------|--|
| a) | Exhibit A | Property Site Plan – See Section 1.01 and 1.02 |
| b) | Exhibit B | Rent Commencement Date - See Section 1.03 |
| c) | Exhibit C | Tenant's Work – See Section 3.03 |
| d) | Exhibit D | Sign Criteria – See Attachment |
| | Attachment | Guaranty of Lease – See Section 19.22 |

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease Agreement to be executed effective the day and year first above written. In the event that a fully executed original of this Lease has not been returned to Landlord by Tenant within ten (10) days after Landlord's execution thereof, Landlord's offer to lease the Leased Premises shall be deemed withdrawn and of no further force or effect.

LANDLORD:

BELMOND PROPERTIES, LLC,
A Michigan Limited Liability Company

By: _____
JMC Management LLC, as property manager on
behalf of landlord
By: Christina L. Rice
Its: Agent
Date:

TENANT:

SOCIALITE EVENT GALLERY, LLC
A Michigan Limited Liability Company

By: _____
Its:
EIN#:
Date:

TENANT:

Najae Dixon

Individually, Jointly and Severally
S.S. #
Driver License #
Date:

TENANT:

Donovan Dixon

Individually, Jointly and Severally

S.S. #

Driver License #

Date:

Acknowledgment of Landlord

STATE OF _____)
) ss:
COUNTY OF _____)

On this ____ day of _____, 20____, before me personally came _____, as Agent for JMC Management LLC, a Michigan Limited Liability Company, Property Manager for Landlord, of being authorized so to do, who acknowledged to me that he executed the same on behalf of and in the name of such company.

Notary Public
Acting in _____ County
My Commission Expires _____

Acknowledgment of Tenant

STATE OF _____)
) ss:
COUNTY OF _____)

On this ____ day of _____, 20__, before me personally came _____, who executed this Lease collectively on behalf of Tenant.

Notary Public
Acting in _____ County
My Commission Expires _____

EXHIBIT A - PROPERTY SITE PLAN

[See Section 1.01 & 1.02]

EXHIBIT B - MEMORANDUM OF RENT COMMENCEMENT DATE
[See Section 1.03]

THIS MEMORANDUM OF RENT COMMENCEMENT DATE is entered into this 16th day of July 2024, by BELMOND PROPERTIES, LLC, a Michigan Limited Liability Company ("**Landlord**"), and SOCIALITE EVENT GALLERY, LLC, A MICHIGAN LIMITED LIABILITY COMPANY ("**Tenant**").

RECITALS

A. Landlord and Tenant have previously executed that certain Lease Agreement dated July 16, 2024 ("**Lease**"), pursuant to which Tenant has leased from Landlord certain Leased Premises more particularly described therein.

B. Pursuant to the provisions of **Section 1.03** of the Lease, Landlord and Tenant have agreed to execute this Memorandum of Commencement Date to specify the Rent Commencement Date of the Lease Term.

NOW, THEREFORE, in consideration of the foregoing recitals, the execution and delivery of the Lease and other good and valuable considerations, the receipt, sufficiency and validity which is hereby acknowledged, Landlord and Tenant agree as follows:

1. **Rent Commencement Date.** The Rent Commencement Date is August 1, 2024, and the expiration date of the initial term of the Lease is October 31, 2027.

2. **Options.**

INTENTIONALLY LEFT BLANK

3. **Address.** The street address of the Leased Premises is: **16184 Middlebelt Rd., Livonia, MI 48184.**

4. **Notice.** Tenant's address for notices is: **16184 Middlebelt Rd., Livonia, MI 48184**

5. **Definitions.** Capitalized terms used in this Memorandum of Rent Commencement Date without definition shall have the meanings assigned to such terms in the Lease, unless the context requires otherwise.

6. **Full Force and Effect.** Except as specifically modified by this Memorandum of Rent Commencement Date, the Lease remains in full force and effect.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum of Rent Commencement Date as of the date and year first above written.

LANDLORD:

BELMOND PROPERTIES, LLC
a Michigan Limited Liability Company

TENANT:

SOCIALITE EVENT GALLERY, LLC
a Michigan Limited Liability Company

By: _____
JMC Management LLC, as Property Manager on
behalf of Landlord
By: Christina L. Rice
Its: Agent
Date:

By:
It's:
Federal Tax Id#
Date:

EXHIBIT C – TENANT’S WORK
[See Section 3.03]

Tenant hereby agrees to construct Tenant’s improvements within the Leased Premises in accordance with Plans and Specifications approved by Landlord, to be subsequently submitted by Tenant. Upon submission of said Plans and Specifications, and Landlord’s approval of same, said Plans and Specifications shall be deemed to be **Exhibit “C”**.

EXHIBIT D – SIGN CRITERIA

SIGN CRITERIA

A. General:

(1) Tenant will not place or cause to be placed or maintained any sign or advertising matter of any kind anywhere within the Property, except in the interior of the leased premises, without Landlord's prior written approval. No symbol, design name, mark or insignia adopted by the Landlord for the Property shall be used without the prior written consent of Landlord. No illuminated signs located in the interior of any store and which are visible from the outside shall advertise any product. All signs located in the interior of any store shall be in good taste so as not to detract from the general appearance of the store and the Property. Tenant further agrees to maintain in good condition and repair at all times any such sign or advertising matter of any kind which has been approved by Landlord for use by Tenant.

(2) The furnishings and installation of a sign and the costs incurred shall be the responsibility of the Tenant. Sign construction is to be completed in compliance with the instructions, limitations and criteria contained herein.

(3) Each Tenant will be required to identify its premises by a sign.

(4) Service doors will be provided with uniform signs identifying stores by the Landlord. Tenant shall not post any other additional signs.

(5) All signs and location of same must be approved by the applicable governmental authorities and Landlord. Submit four (4) prints of sign design and details to Landlord for approval.

(6) Sign location will be designated by the Landlord. Sign location may be such that the centerline of the sign is not centered over the centerline of the Tenant's store front.

(7) Tenant's sign contractor shall provide the necessary and required backing and framing behind the sign facia to support Tenant's sign.

B. Sign Criteria:

(1) The wording of the signs shall be limited to the store name only, and such name shall not include any items sold therein.

(2) The use of corporate shields, crests, logos, or insignia will be permitted provided such corporate shields, crests, logos or insignia shall not exceed the average height for sign

letters.

(3) The average height of sign letters or components shall not exceed 30" with no letter larger than 36".

(4) The extreme outer limits of sign shall not exceed 63% of the store width.

(5) The following design standards will be adhered to:

(a) Sign letters shall be individual and shall be of metal sides, plastic face, trim caps and mounted directly on sign transformer housing which shall be attached to metal canopy fascia of covered walkway.

(b) All letters shall have concealed attachment devices, clips, wiring and transformer. No exposed tubing or lamps will be permitted.

(c) Tenant's Sign Contractor shall wire sign and make connection from metal canopy fascia, to which sign is to be attached, to junction box above canopy ceiling near storefront.

(d) No exposed conduit or junction boxes on face of metal canopy fascia will be permitted.

C. Prohibited Types of Signs or Sign Components:

(1) Moving or rotating signs.

(2) Signs employing moving or flashing lights.

(3) Signs exhibiting the names, stamps or decals of the sign manufacturer or installer.

(4) Signs employing painted and/or non-illuminated letters.

(5) Cloth, wood, paper or cardboard signs, stickers, decals or painted signs around or on exterior surfaces (including interior surfaces of doors and/or windows) of the premises.

(6) Signs employing noise making devices and components.

(7} Signs, letters, symbols or identification of any nature, painted directly on surfaces exterior to the premises.

(8} Free-standing signs.

(9} Signs employing unedged or uncapped plastic letters or letters with no returns and exposed fastenings.

(10} Box signs.

GUARANTY OF LEASE

In consideration of and as a material inducement to **BELMOND PROPERTIES, LLC, a Michigan Limited Liability Company** ("Landlord") executing and delivering simultaneously herewith, in reliance upon this Guaranty that certain Lease Agreement ("Lease") dated on or about the date of this Guaranty, between Landlord and **SOCIALITE EVENT GALLERY, LLC, a Michigan Limited Liability Company** ("Tenant"), the undersigned (hereinafter referred to as the "Guarantor") hereby unconditionally and absolutely guarantees unto Landlord, its successors and assigns, the full, prompt and complete payment by Tenant of any Minimum Rent, Additional Rent and any additional payments, as these terms may be provided for and used in the Lease and the prompt, faithful and complete performance and observance by Tenant of all of the terms, covenants and conditions of the Lease on Tenant's part to be performed or observed.

Guarantor does hereby waive notice of any and all defaults on the part of Tenant, waives acceptance and notice of acceptance of this Guaranty, and waives all demands for payment or performance. Guarantor agrees that no delay on the part of Landlord in enforcing any of its rights or remedies or insisting thereupon, nor any extension of time nor any charges or modifications in or to, or in connection with the Lease, shall in any way limit, affect or impair the liability of Guarantor hereunder; and Guarantor hereby expressly consents to and approves thereof with the same force and effect as though his written consent had been given to each of such delays, extensions, changes and modifications.

This Guaranty is independent of and in addition to any security or other remedies which Landlord has or may have for the performance of any of the obligations on the part of Tenant. Guarantor agrees that Landlord shall not be required to resort to any other security or other remedies before proceeding upon this Guaranty, but that Landlord may proceed hereunder against Guarantor at any time it sees fit, independently of or concurrently with any other remedies it may have.

The undersigned agrees that in the event of insolvency, bankruptcy, or reorganization of Tenant, any liquidation, dissolution, winding-up or cancellation of the legal status of Tenant, any composition or arrangement by Tenant with its creditors, and irrespective of any rejection, assignment or termination of the Lease or any of the terms and conditions thereof by Tenant or any trustee of Tenant in connection with any petition for bankruptcy or reorganization filed by Tenant under the Bankruptcy Code or any other applicable federal or state law, the undersigned shall, nonetheless, remain liable hereunder for the full and complete performance of the terms and conditions of the Lease to be complied with or performed by Tenant during the entire Lease Term designated in the Lease.

No set-off, counterclaim, reduction or diminution of any obligation, or any defense of any kind or nature which the Guarantor has or may have against Landlord shall limit or in any way affect the obligations of the Guarantor hereunder.

It is understood that the liability hereunder of Guarantor shall continue for and during the entire term of the Lease and any renewals or extensions thereof, notwithstanding any assignment

of the Lease or subletting of all or any portion of the Leased Premises demised under the Lease. This Guaranty shall not be limited to any amount or time and shall at all times include the full indebtedness and all other liability and obligation of Tenant, or any assignee or subtenant of Tenant, to Landlord under the Lease.

If any Guarantor is an entity and is merged into or with any other company, firm or corporation, or conveys or distributes its assets to one or more entities or individuals, the resulting merged company, firm or corporation or the acquirer or distributee, as the case may be, shall become liable as the Guarantor hereunder, to the same extent as the Guarantor.

If any Guarantor is a corporation or a partnership (general or limited), firm or other entity the officers or partners executing this Guaranty on behalf of Guarantors hereby jointly and severally warrant and represent that the Guarantor has full power and authority to guarantee the Lease and to make and execute this Guaranty and that this Guaranty is fully and legally binding upon Guarantor.

In the event an action or proceeding is brought by Landlord to enforce this Guaranty Agreement or Landlord appears in any action or proceeding in any way connected with or growing out of this Guaranty Agreement, then and in any such event, Guarantor shall pay to Landlord all costs and expenses including, without limitation, reasonable attorney fees relating to such action or proceeding, including, without limitation, all costs and expenses, including reasonable attorney fees, incurred in obtaining, collecting or enforcing any judgment against Guarantor.

If this Guaranty is executed by two (2) or more corporation, individuals, firms, partnerships (general or limited) or other entities (or any combination thereof) the liability of said parties executing this Guaranty shall be joint and several.

Guarantor hereby waives trial by jury in any action, proceeding or counterclaim brought by Landlord against Guarantor on or in respect of any matter whatsoever arising out of or in any way connected with the Lease or this Guaranty, the relationship of Landlord and Tenant hereunder, Tenant's use or occupancy of the Leased Premises and/or any claim of injury or damage.

It is the intent of the Guarantor that all questions and/or disputes with respect to this Guaranty or the Lease and the rights and the liabilities of the parties thereto shall be determined in accordance with the laws of the State of Michigan. Any and all such disputes shall be filed either in the Circuit Court of Oakland County, Michigan or the court of competent jurisdiction in the jurisdiction in which the Property is located, such choice to be made in the sole discretion of the party filing suit.

This Guaranty shall be binding upon the undersigned, the undersigned's successors and assigns, and shall inure to the benefit of Landlord, its successors and assigns and to the benefit of any successor to the interest of Landlord under the Lease.

GUARANTOR:

Najae Dixon

Individually, Jointly and Severally

S.S. #

Driver License #

Date:

GUARANTOR:

Donovan Dixon

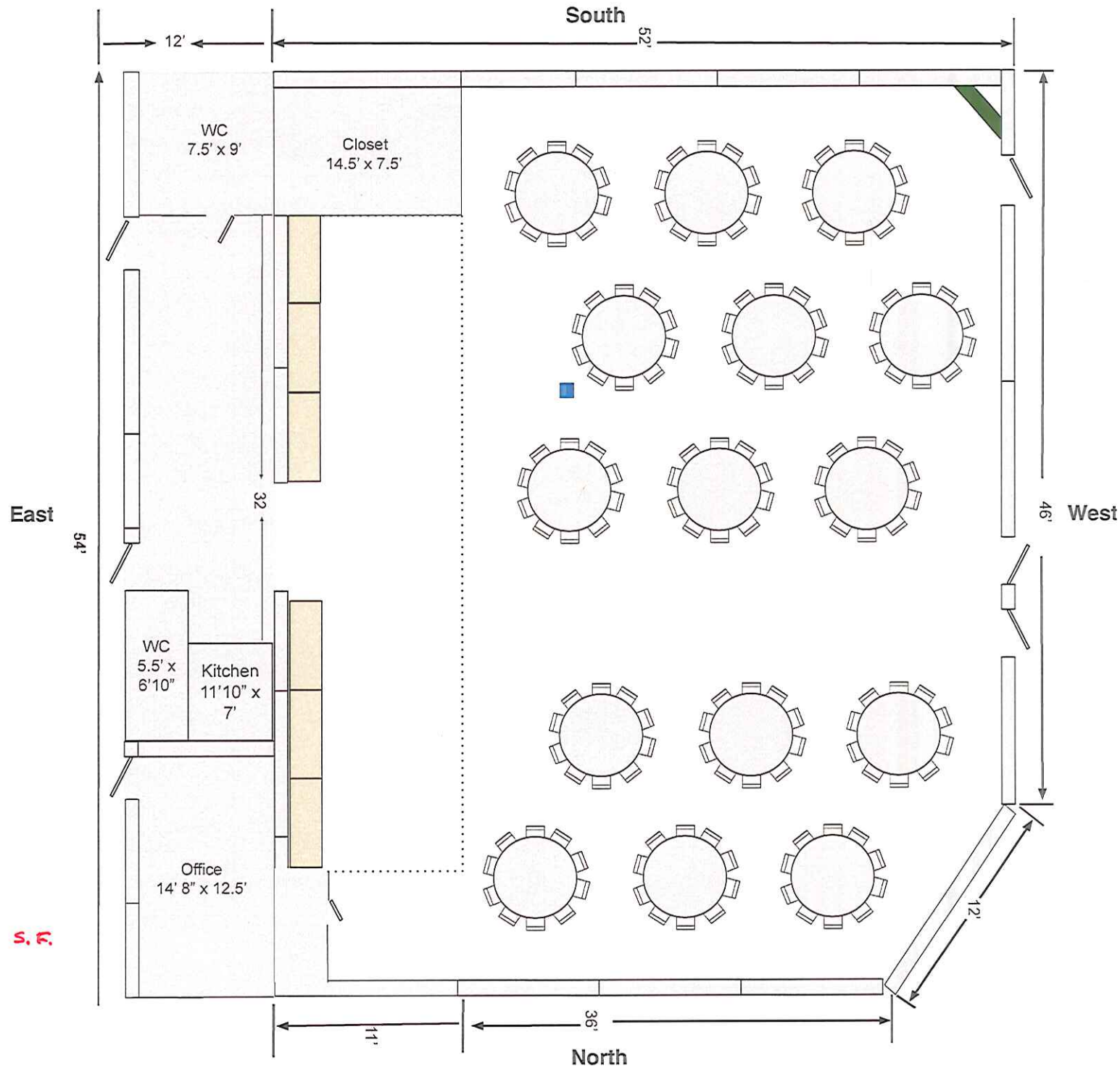
Individually, Jointly and Severally

S.S. #

Driver License #

Date:

Socialite Event Gallery
16184 Middlebelt Rd
Livonia, MI 48154

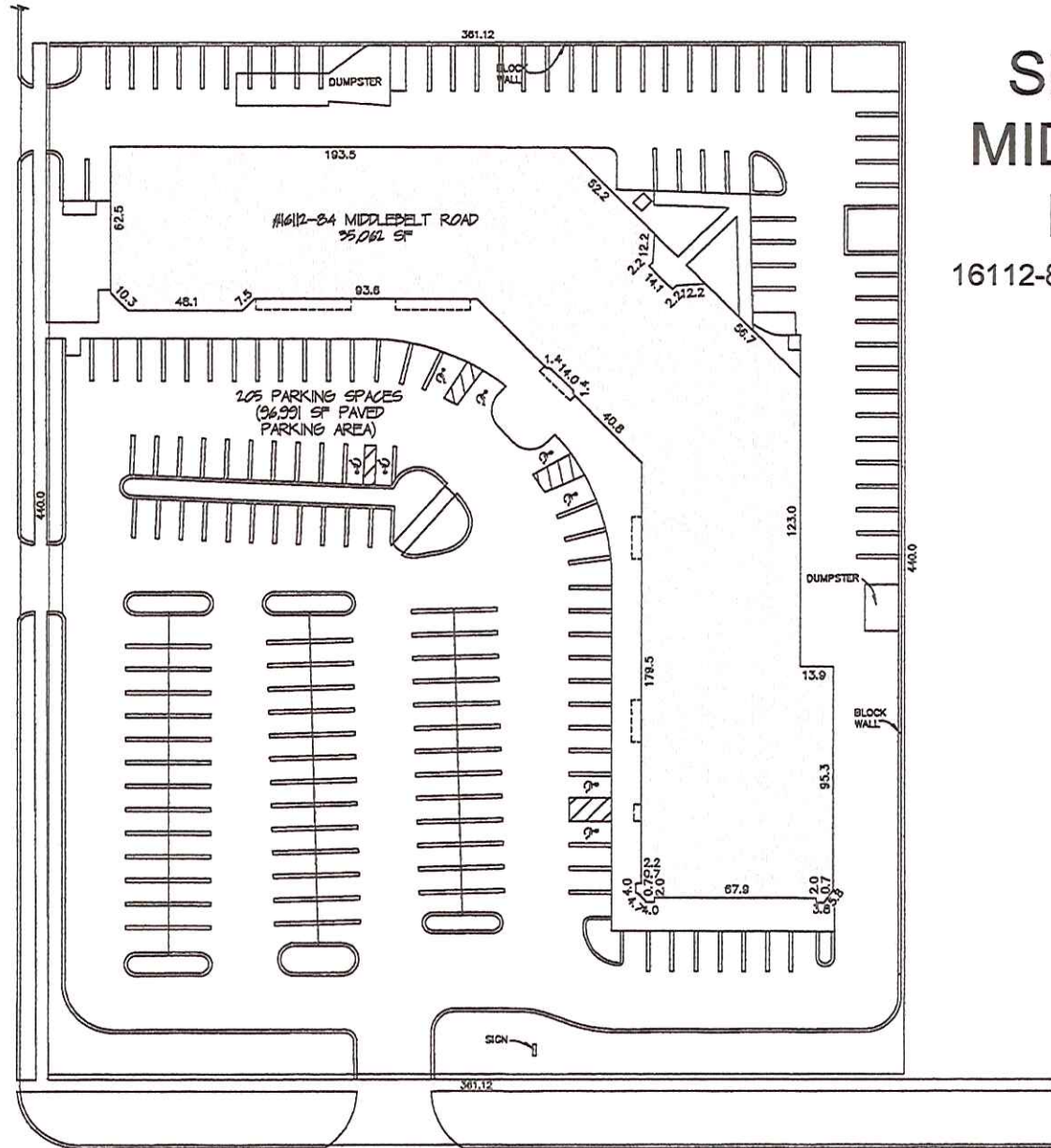


TOTAL CALCULATED
INTERIOR AREA: 3,416 S.F.

SHOPS AT MIDDLEBELT POINTE

16112-84 MIDDLEBELT ROAD

TERRENCE AVENUE



NOTES:

1. TENANT SPACE AREA CALCULATIONS WHERE EXISTING DEMISING WALLS ARE PRESENT: DETERMINED BY MEASUREMENT TO THE CENTER OF DEMISING WALLS/PARTITIONS AND TO THE EXTERIOR FACE OF EXTERIOR WALLS.

2. INTERIOR TENANT SPACE WIDTH AND DEPTH DIMENSIONS ARE APPROXIMATE AS SHOWN. FOR EXACT WIDTH AND DEPTH DIMENSIONS, EACH TENANT SPACE SHOULD BE MEASURED BY A QUALIFIED PROFESSIONAL.

3. THE ORIENTATION OF THE INDICATED NORTH ARROW MAY NOT BE 'TRUE NORTH', BUT IS SUBSTANTIALLY NORTH. AS SUCH, IT IS 'CALLED NORTH' AND IS NOT INTENDED FOR NAVIGATIONAL USAGE.



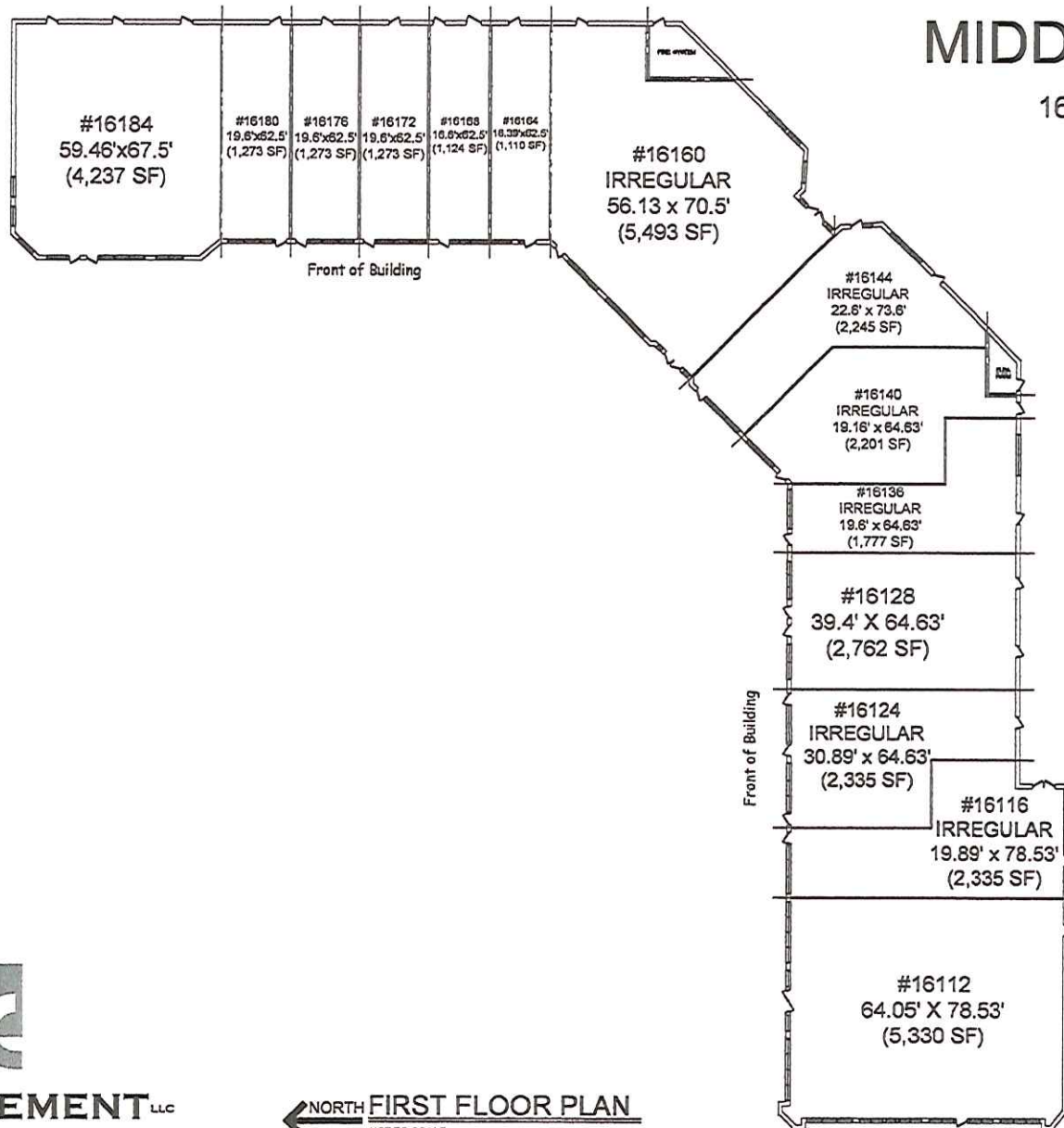
JMC MANAGEMENT LLC
A FULL SERVICE BROKERAGE AND MANAGEMENT FIRM

MIDDLEBELT ROAD

← NORTH **SITE PLAN**
NOT TO SCALE

SHOPS AT MIDDLEBELT POINTE

16112-84 MIDDLEBELT ROAD



NOTES:

1. TENANT SPACE AREA CALCULATIONS WHERE EXISTING DEMISING WALLS ARE PRESENT; DETERMINED BY MEASUREMENT TO THE CENTER OF DEMISING WALLS/PARTITIONS AND TO THE EXTERIOR FACE OF EXTERIOR WALLS.
2. INTERIOR TENANT SPACE WIDTH AND DEPTH DIMENSIONS ARE APPROXIMATE AS SHOWN. FOR EXACT WIDTH AND DEPTH DIMENSIONS, EACH TENANT SPACE SHOULD BE MEASURED BY A QUALIFIED PROFESSIONAL.
3. THE ORIENTATION OF THE INDICATED NORTH ARROW MAY NOT BE 'TRUE NORTH', BUT IS SUBSTANTIALLY NORTH. AS SUCH, IT IS 'CALLED NORTH' AND IS NOT INTENDED FOR NAVIGATIONAL USAGE.
4. UNIT SIZES & AREA ARE APPROXIMATE.



JMC MANAGEMENT LLC
A FULL SERVICE BROKERAGE AND MANAGEMENT FIRM

← NORTH FIRST FLOOR PLAN
NOT TO SCALE

Socialite Lounge /16184 Middlebelt

From Fisher, Mike <mfisher@livonia.gov>

Date Fri 5/16/2025 2:48 PM

To Stierna, Matthew <mstierna@livonia.gov>; Kasprowicz, Sara <skasprowicz@livonia.gov>; Goff, Erika <egoff@livonia.gov>; Ronayne, Jeffrey <jeffrey.ronayne@livoniapd.com>

 1 attachment (257 KB)

Unlicensed_Premises_-_Consumption.pdf;

Please put this stuff in the packets. Thanks.

Mike Fisher

Chief Assistant City Attorney
City of Livonia | Law Department
(734) 466-2520
mfisher@livonia.gov

From: Jeffrey Ronayne <jeffrey.ronayne@LivoniaPD.Com>

Sent: Friday, May 16, 2025 10:35 AM

To: Fisher, Mike <mfisher@livonia.gov>

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

Subject: Re: Socialite Lounge /16184 Middlebelt

Good morning, Mike,

I am not overly familiar with this site.

Our computer yields the following results for runs generated to 16184 Middlebelt:

06/19/2022, 12:14 AM - Noise Complaint. Area check for a loud party. Officers spoke with owner of the business. They advised they were closing it down for the evening (No police report).

12/09/2022, 11:44 PM - Noise Complaint. Loud music & party (No police report).

12/10/2022, 11:09 PM - Noise Complaint, Reporting person says that the Social Lite has a loud party going on. He believes that the party has spilled into the parking lot to include people smoking marijuana in the lot. 11:25 PM, advised to turn music down. No one in the parking lot when scout car arrived (No police report).

12/11/2022, 12:03 AM - Noise Complaint. Reporting person stated Social Lite is playing loud music. 1:03 AM, officers report, all quiet (No police report).

08/25/2023, 11:12 PM - Noise Complaint. Reporting person states there is a loud thumping noise coming from the gallery. RP would like officers to go and talk to them. Officers advised Gallery (No police report).

10/05/2023, 4:10 PM - Suspicious Persons. Suspicious males appear to have long rifles on slings and handguns. Officers were informed these subjects were security for a funeral. No crime had occurred during the incident (No police report).

11/25/2023, 11:18 PM - Noise Complaint. Reporting person states there is loud music playing from the building. RP states this is an ongoing issue for the past two years. All quiet upon officers arrival (No police report).

12/16/2023, 11:27 PM - Noise Complaint.

- 00:15:43 - THE MUSIC WAS TURNED OFF BY THE TIME OFFICERS ARRIVED. OFFICERS SAT OUTSIDE THE BUSINESS WAITING FOR THE SUBJECTS TO LEAVE. WHILE WAITING, AN INTENSE ARGUMENT BROKE OUT BETWEEN SUBJECTS. THERE WAS A TON OF YELLING AND SCREAMING. TOOK APPROXIMATELY 20 MINUTES FOR ALL SUBJECTS TO CLEAR THE PAVING LOT. NO SUBJECTS APPROACHED POLICE AND REQUESTED AN ASSAULT REPORT OR ANY MEDICAL ATTENTION - 23:27:54 - RP STATED THAT THERE IS STILL PEOPLE AT THE SOCIAL GALLERY AND THE MUSIC IS STILL VERY LOUD. RP STATED THAT HE CAN HEAR THE MUSIC FROM INSIDE HIS HOUSE. RP IS REQUESTING TO SPEAK WITH OFFICERS AT HIS RESIDENCE. PEOPLE YELLING AT EACH OTHER (No police report).

07/14/2024, 3:11 PM - Property Damage Accident. 2 car PDA pulled into parking lot of Social Lite.

09/21/2024, 11:45 PM - Noise Complaint. RP STATES THAT THE EVENT TAKING PLACE AT THIS LOCATION IS PLAYING LOUD MUSIC, WOULD LIKE THE NOISE ORDINANCE ENFORCED. - 23:53:35 - PARTY WAS OVER AND EVERYTHING WAS QUIET

Just a reminder that the MLCC has no jurisdiction over businesses that do not hold a liquor license, that responsibility falls on the local authorities. Please see attach information sheet from the MLCC concerning alcoholic beverage consumption and sampling in unlicensed premises.

I hope this helps.

Jeff

Investigator Jeff Ronayne
Livonia Police Department
Detective Bureau
734.466.2336

Visit us on:

FaceBook: <http://www.facebook.com/pages/Livonia-Police-Department/167698263402702>

Twitter: <https://twitter.com/LivoniaPD> | Nixle: <http://local.nixle.com/livonia-police-department/>



STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
MICHIGAN LIQUOR CONTROL COMMISSION

Alcoholic Beverage Consumption and Sampling in Unlicensed Premises

Recently, the Michigan Liquor Control Commission ("Commission") has received numerous inquiries regarding the legality of non-licensed businesses allowing consumers to consume alcoholic beverages in their establishments, and numerous inquiries regarding non-licensed businesses offering free samples of alcoholic beverages to consumers.

The Liquor Control Code of 1998 generally prohibits alcoholic beverage consumption in non-licensed establishments pursuant to MCL 436.1913 and MCL 436.2027. However, since the participating establishments do not hold liquor licenses, the Commission does not have jurisdiction over them and is powerless to take enforcement action against these unlicensed businesses. **Therefore, the ultimate determination of whether a violation has occurred rests with the local law enforcement agency and the local prosecutor. Any suspected violations of persons allowing the consumption of alcoholic beverages for consideration or conducting alcoholic beverages samplings and tastings for monetary gain should be referred to the local law enforcement agency for enforcement action.**

Consumption:

MCL 436.1913 of the Liquor Control Code prohibits the consumption of alcoholic liquor (beer, wine or spirits) on any premises or place for "consideration" unless the premises are licensed by the Michigan Liquor Control Commission to allow consumption on the premises. Basically, alcoholic beverage consumption for consideration is limited to licensed bars, taverns, restaurants, clubs, hotels or places holding a Special License issued to a non-profit organization by the Michigan Liquor Control Commission. The term "consideration" is defined to include, "any fee, cover charge, ticket purchase, the storage of alcoholic liquor, the sale of food, ice, mixers, or other liquids used with alcoholic liquor drinks, or the purchasing of any service or item, or combination of service and item; or includes the furnishing of glassware or other containers for use in the consumption of alcoholic liquor in conjunction with the sale of food."

MCL 436.1913 prohibits "blind pigs" or other commercial establishments that charge an entry fee or sell food, ice, mixer or other liquids to consumers and allow consumers to bring in their own alcoholic beverages. The statute would also prohibit any other non-licensed business from serving or allowing the consumption of alcoholic beverages as part of their business when the consumer has paid for some other service, such as barbershop, hair salon, tanning salon, limousine service, etc. If consumers are paying any cover charge, entry fee, donation, or any other fee for any goods or services, or are purchasing food, ice, mixers or other liquids, the law prohibits allowing the consumption of alcoholic beverages unless the establishment is properly licensed through the Michigan Liquor Control Commission. This law would not prohibit a wedding reception, retirement party, open house, or other similar event that is not open to the public in a non-licensed facility whereby the attendees were guests and were not charged any fee whatsoever.

Note that the prohibition is for the consumption of any alcoholic beverage product and doesn't matter who is providing the alcohol or whether the person is bringing in his own alcohol. If there is any "consideration" involved, as defined by MCL 436.1913, the consumption of alcoholic beverages in an unlicensed establishment is a violation of MCL 436.1913 and the person providing the place is guilty of a felony pursuant to MCL 436.1909.

Sampling & Tasting:

MCL 436.2027 of the Liquor Control Code prohibits samplings or tastings of alcoholic liquor for “commercial purposes” unless the sampling or tasting is done at premises that are licensed by the Michigan Liquor Control Commission for the sale of alcoholic liquor for consumption on the premises. The term “commercial purposes” is further defined as, “means a purpose for which monetary gain or other remuneration could reasonably be expected.” The “monetary gain” could be direct such as receiving orders for wine purchases as a result of a sample or tasting, or a more indirect monetary gain such as increased business as a result of advertising free alcoholic beverage samples.

As with the ‘consumption for consideration’ prohibition as previously described, alcoholic beverage sampling and tasting is limited to licensed bars, taverns, restaurants, clubs, hotels or places holding a Special License issued to a non-profit organization by the Michigan Liquor Control Commission. There are also allowances under MCL 436.1537(5) of the Liquor Control Code for certain types of liquor licensees to conduct beer and wine sampling at licensed take-out locations with a sampling permit under certain restrictions. Also, under MCL 436.2027(4) and (5) of the Liquor Control Code, licensed suppliers can conduct spirit sampling with a sampling permit under certain restrictions at licensed take-out spirit locations. Lastly, licensed alcohol manufacturers can offer samples of the products they manufacture at their manufacturing locations and other MLCC approved locations (MCL 436.1537(3), (4), and (9), and MCL 436.2025 (1)).

MCL 436.2027 therefore prohibits in-home wine tasting parties conducted by alcoholic beverage suppliers, wholesalers and retailers, or any person directly or indirectly associated with them, who take orders for wine from attendees, but would also prohibit any tasting or sampling in unlicensed premises that results in a monetary gain as a result of an alcoholic beverage sampling or tasting.

If alcoholic beverage samplings or tastings are occurring on non-licensed premises for monetary gain, the person conducting the tasting may be guilty of a misdemeanor or a felony, depending on the circumstances, pursuant to MCL 436.1909.

Again, the Michigan Liquor Control Commission does not have jurisdiction over non-licensed premises. Because of that, the ultimate determination of whether a violation has occurred rests with the local law enforcement agency and local prosecutor. Therefore, any suspected violations of persons allowing the consumption of alcoholic beverages for consideration or conducting alcoholic beverages samplings and tastings for monetary gain should be referred to the local law enforcement agency.

If you have any questions on this matter, please don't hesitate to contact the Commission's Enforcement Division at 517-284-6330, although again please be advised that the Commission does not have jurisdiction over unlicensed premises.

Copies of MCL 436.1913 and MCL 436.2027

MCL 436.1913 Unlicensed premises or place; unlawful consumption of alcoholic liquor; exceptions; construction of section; "consideration" defined.

Sec. 913.

(1) A person shall not do either of the following:

(a) Maintain, operate, or lease, or otherwise furnish to any person, any premises or place that is not licensed under this act within which the other person may engage in the drinking of alcoholic liquor for consideration.

(b) Obtain by way of lease or rental agreement, and furnish or provide to any other person, any premises or place that is not licensed under this act within which any other person may engage in the drinking of alcoholic liquor for consideration.

(2) A person shall not consume alcoholic liquor in a commercial establishment selling food if the commercial establishment is not licensed under this act. A person owning, operating, or leasing a commercial establishment selling food which is not licensed under this act shall not allow the consumption of alcoholic liquor on its premises.

(3) This section shall not apply to any hotel or any licensee under this act.

(4) This section shall not be construed to repeal or amend section 1019.

(5) As used in this section, "consideration" includes any fee, cover charge, ticket purchase, the storage of alcoholic liquor, the sale of food, ice, mixers, or other liquids used with alcoholic liquor drinks, or the purchasing of any service or item, or combination of service and item; or includes the furnishing of glassware or other containers for use in the consumption of alcoholic liquor in conjunction with the sale of food.

436.2027 Samplings or tastings of alcoholic liquor; consumption on premises; holding of consumer sampling event; violation; rule or order; sampling for other than commercial purpose; written agreement; definitions.

Sec. 1027.

(1) Unless otherwise provided by rule of the commission, a person shall not conduct samplings or tastings of any alcoholic liquor for a commercial purpose except at premises that are licensed by the commission for the sale and consumption of alcoholic liquor on the premises.

(2) Notwithstanding section 1025(1) or (2), a retailer licensed by the commission for consumption on the premises may allow customers to sample beer, wine, and spirits if the retailer does not charge for the samples provided to customers. Sample serving sizes shall not exceed 3 ounces for beer, 2 ounces for wine, and 1/2 ounce for spirits. A customer shall not be provided more than 2 samples within a 24-hour period per licensed premises.

(3) This section does not prohibit any of the following:

(a) A vendor of spirits, brewer, wine maker, mixed spirit drink manufacturer, small wine maker, outstate seller of beer, outstate seller of wine, or outstate seller of mixed spirit drink, or a bona fide market research organization retained by 1 of the persons named in this subsection, from conducting samplings or tastings of an alcoholic liquor product before it is approved for sale in this state if the sampling or tasting is conducted pursuant to prior written approval of the commission.

(b) An on-premises licensee from giving a sampling or tasting of alcoholic liquor to an employee of the licensee during the legal hours for consumption for the purpose of educating the employee regarding 1 or more types of alcoholic liquor if the employee is at least 21 years of age.

(c) A small distiller licensee from giving a sampling or tasting of brands it manufactures on the licensed premises or an off-site tasting facility operated by that small distiller.

(d) A micro brewer, brewpub, or on-premises licensee from allowing the sampling and consumption on the licensed premises of beer, wine, mead, honey-based beer, or cider produced by 1 or more home brewers at a meeting of home brewers, or a club composed primarily of home brewers, under the following circumstances:

(i) The sampling or consumption is for the purpose of exhibitions or competitions involving home brewers.

(ii) The beer, honey-based beer, or cider is served in portions that do not exceed 3 ounces. The wine or mead is served in portions that do not exceed 2 ounces.

(iii) The beer, wine, mead, honey-based beer, or cider produced by the home brewer is only consumed by the home brewer, the home brewer's family, a club member, a judge, or a guest speaker and is not sold to members of the general public.

(iv) The participants in the sampling or consumption otherwise comply with applicable state and federal law and applicable regulatory provisions of this act and rules adopted by the commission under this act.

(v) The participants in the sampling or consumption are not charged for the sampling or consumption of the beer, wine, mead, honey-based beer, or cider.

(4) A vendor of spirits or a manufacturer may conduct a consumer sampling event on the premises of a holder of a specially designated distributor license upon submission of a completed application to the commission.

(5) The holder of a consumer sampling event license shall comply with the following:

(a) The commission must be notified in writing a minimum of 10 working days before the event with the date, time, and location of the event.

(b) The consumer sampling event is limited to 3 events per vendor of spirits or manufacturer per specially designated distributor license per month.

(c) The vendor of spirits or manufacturer conducting the consumer sampling event must have a licensed representative present at the specially designated distributor's establishment.

(d) Licensed representatives or an authorized representative may distribute merchandise, not to exceed \$100.00 in value, to consumers 21 years of age or older during the event.

(e) Participating specially designated distributor licensees do not receive any fee or other valuable consideration for participating in the event.

(f) Each consumer is limited to 3 samples, which total no more than 1/3 ounce of spirits per serving.

(g) The consumer is not charged for and does not purchase any sample.

(h) The alcoholic liquor used in the consumer sampling event is provided by the vendor of spirits or manufacturer, and purchased at the minimum retail selling price fixed by the commission from the specially

designated distributor on whose premises the event is located. The vendor of spirits or manufacturer shall remove any unfinished product from the premises at which the event is held upon completion of the event.

(i) A consumer sampling event shall not be allowed if the sale of alcoholic liquor is otherwise prohibited on the premises at which the event is conducted.

(j) Samples are not to be offered to, or allowed to be consumed by, any person under the legal age for consuming alcoholic liquor.

(k) A consumer sampling event may be advertised in any type of media and the advertisements may include the date, time, location, and other information regarding the event.

(l) The participating vendor of spirits or manufacturer and specially designated distributor licensees must comply with this act and commission rules.

(m) The vendor of spirits or manufacturer must demonstrate that the individual actually conducting the sampling has successfully completed the server training program in the manner provided for in section 906 and rules promulgated by the commission.

(6) Violation of this section subjects the vendor of spirits or manufacturer to the sanctions and penalties as provided for under this act.

(7) The commission, by rule or issuance of an order, may further define eligibility for licensure and processes for conducting consumer sampling events.

(8) A sampling or tasting of any alcoholic liquor in a home or domicile for other than a commercial purpose is not subject to this section.

(9) Before a micro brewer, brewpub, or on-premises licensee allows an event to be held under subsection (3)(d), the micro brewer, brewpub, or on-premises licensee shall enter into a written agreement with the home brewers or home brewers club stating all of the following:

(a) The date and time the event will be held.

(b) The location of the event.

(c) Either of the following:

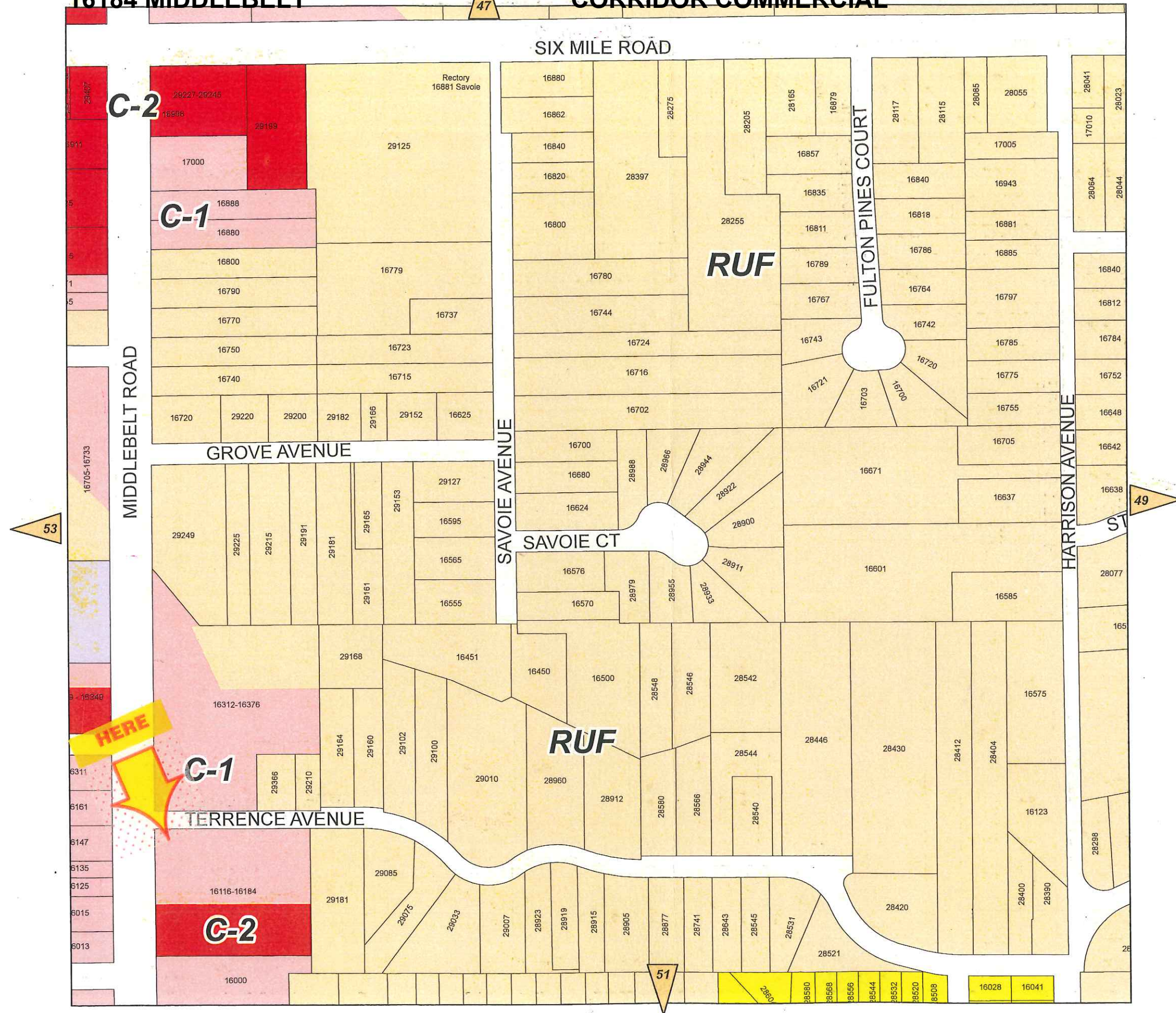
(i) A statement that the micro brewer, brewpub, or on-premises licensee acknowledges that it is not in control of an unregulated alcoholic beverage at its establishment and agrees to assume liability under section 801(3) for the event.

(ii) Proof that the home brewers or home brewers club has obtained a bond or liability insurance equal to that required under section 803(1).

(10) As used in this section:

(a) "Commercial purpose" means a purpose for which monetary gain or other remuneration could reasonably be expected.

(b) "Home brewer" means an individual who manufactures beer, wine, mead, honey-based beer, or cider at his or her dwelling.



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 13

City of Livonia

T. 1 south, R. 9 east

Wayne County, Michigan

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300 150 0 300 Feet

ZONING BOARD OF APPEALS

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MIKE TESTA



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

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PUBLIC NOTICE AUGUST 22, 2025

APPEAL CASE NO. 2025-07-24, 36520 Kingsbury Road: an appeal was made to the Zoning Board of Appeals by Jennifer and Mark Thomas, seeking to construct an above-ground swimming pool with a deficient side yard setback.

Side Yard Setback

Required: 10 feet

Proposed: 3 feet

Deficient: 7 feet

This Low Density Residential property is located on the north side of Kingsbury (36520), between Comstock Street and Williams Avenue, Lot. No. 067-01-0072-000, N-2, Neighborhood, rejected by the Inspection Department under Livonia Code of Ordinance, Section 15.40.100.

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.

Agendas, minutes, and other meeting documents may be accessed at the following URL:

<https://livonia.gov/129/Agendas-Minutes-and-Meeting-Documents>

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 9, 2025, 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: 2025-07-24
Meeting Date: September 9, 2025

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

Signature: _____

Address:



CITY OF LIVONIA
INSPECTION DEPARTMENT

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

33000 CIVIC CENTER DRIVE
LIVONIA, MICHIGAN 48154
421-2000

Applicant <u>Mark and Jennifer Thomas</u>	Address <u>36520 Kingsbury, Livonia, MI 48154</u>
Owner <u>(same as applicant)</u>	Address <u>(same as applicant)</u>
Lessee <u>n/a</u>	Address <u>n/a</u>
Location <u>North</u>	Side of <u>36520 Kingsbury</u> Street
Between <u>Comstock</u>	And <u>Williams</u>
Lot No./Parcel No. <u>067-01-0072-000</u>	Subdivision <u>Kingsbury Heights 01</u>
Zoning District <u>N2</u>	Lot Size <u>0.165 acres</u> Alley <u>n/a</u>
Present Use <u>Single Family Residential</u>	Proposed Use <u>(no change)</u>
Present Building Size <u>n/a</u>	Proposed Building Size <u>n/a</u>
Present Height of Building <u>n/a</u>	Proposed Height <u>n/a</u>
Allowable Lot Coverage <u>n/a</u>	Proposed Lot Coverage <u>n/a</u>

Proposal : Seeking to construct an above-ground swimming pool resulting in a swimming pool with a deficient side yard setback.
Side yard setback required: 10 feet; Proposed: 3 feet; Deficient: 7 feet.

Reason for Rejection Livonia Code or Ordinance, section 15.40.100

Deficient Side yard <u>7 feet</u>	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 : Aside: The International Swimming Pool and Spa Code requires a minimum setback of 3 feet.

Plans and Application examined by

Date 7/10/2025

APPLICATION FOR VARIANCE

MARK THOMAS 36520 KINGSBURY LIVONIA 48154 (248) 477-9500
 (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 36520 KINGSBURY ROAD LIVONIA 48154

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.

RECEIVED

JUL 08 2025

Inspection Department
City of Livonia

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:

SINGLE FAMILY HOME 1449 SQ FT (60x120 LOT SIZE)

3 BEDROOM 2 BATH BUILT IN 1961 17A72 KINGSBURY HEIGHTS T15 R9E L84 P353637 LOT 72

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.

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

OVERHEAD WIRES THAT INTERSECT BACKYARD ELIMINATE THE

POSSIBILITY OF A POOL THAT SATISFIES CLEARANCE PARAMETERS UNLESS POOL CAN BE MOVED TO 3 FEET FROM PROPERTY LINE

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

POOL (15x30) WAS PURCHASED (\$9700) IN AUGUST 2024 UNDER ASSUMPTION

THE CLEARANCE PARAMETERS WERE BEING MET. NO RETURN POLICY ON POOL PURCHASE

X 5. Explain why you think this variance would be fair to the neighbors and others who might be affected. THIS VARIANCE WOULD ALLOW US TO MOVE THE

POOL FROM 10 FT TO 3 FT FROM PROPERTY LINE (ON WEST SIDE ONLY)

NOT AFFECTING OTHER NEIGHBORS EXCEPT THE NEIGHBOR WE SHARE THAT FENCE WITH. WE HAVE THEIR PERMISSION TO ALLOW THE VARIANCE.

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?

WE UNDERSTAND THE ORDINANCE, JUST SEARCHING

IF WE CAN GET AN ALLOWANCE SO WE CAN INSTALL OUR POOL.

8. Have you attempted to have the property rezoned? If yes, please describe the outcome of the rezoning process: NO
9. If you have not attempted to have the property rezoned, why hasn't this attempt been made? NO NEED TO HAVE A RESIDENTIAL PROPERTY
REZONED TO ALLOW THIS VARIANCE

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: Mark R. Thomas

Please print name of property owner: MARK R. THOMAS

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 8th day of July, 2025.

Teresa Garcia
(Notary Public, Wayne County, Michigan)

My Commission expires 06/02/2029

TERESA GARCIA
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES Jun 2, 2029
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 7/8/25, which reads as follows:

DECKOUT POOL SETBACK

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)

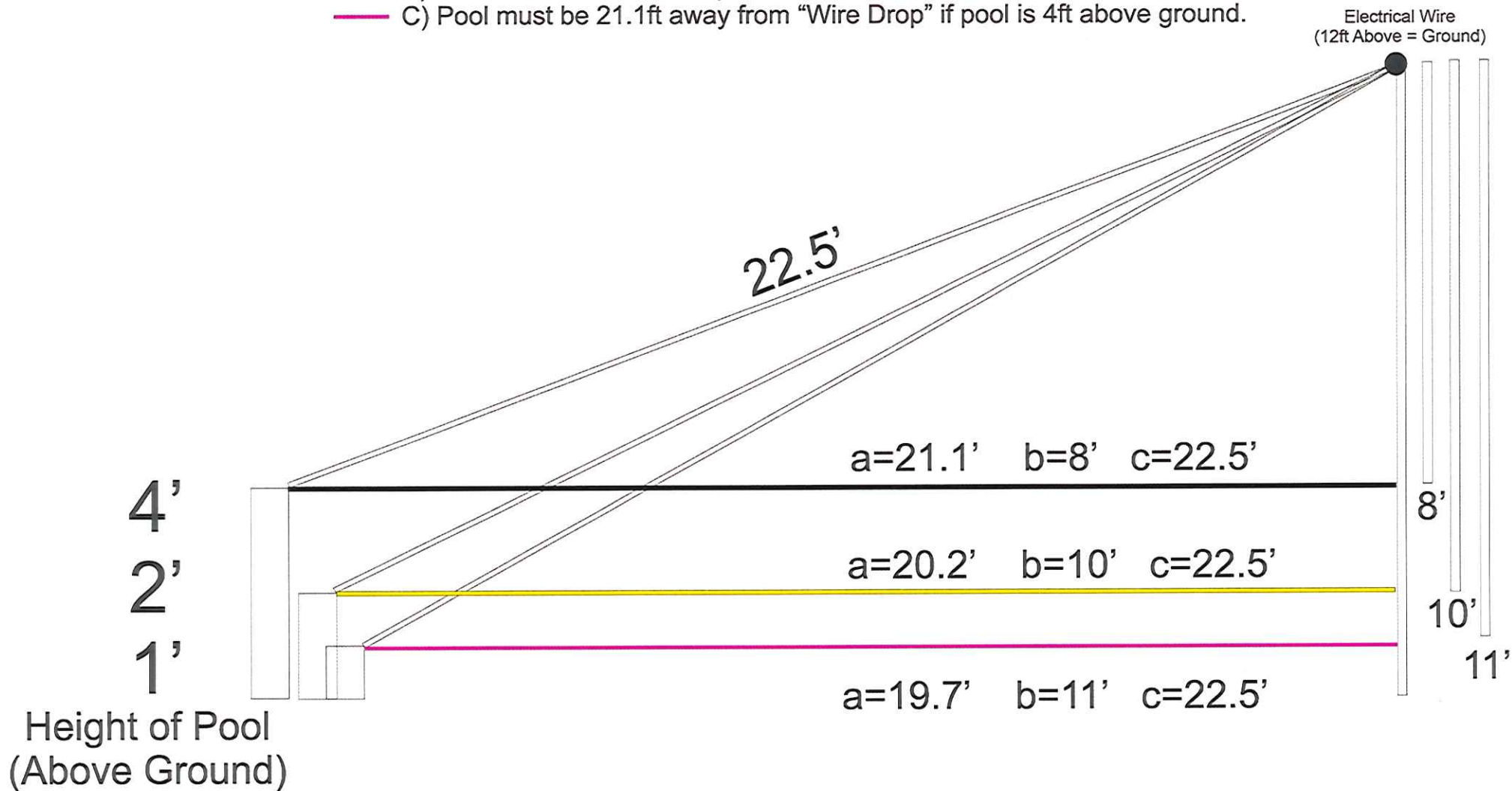
Application for permit filed No

Violation Issued No

DIAGRAM 1

In order to be within the 22.5ft Clearance Parameters of all Electrical Wires

- A) Pool must be 19.7ft away from “Wire Drop” if pool is 1ft above ground.
- B) Pool must be 20.2ft away from “Wire Drop” if pool is 2ft above ground.
- C) Pool must be 21.1ft away from “Wire Drop” if pool is 4ft above ground.



Option 1: 12'x24' Pool
WITHOUT Variance

DIAGRAM 2

Option 2: 12'x24' Pool
WITH Variance



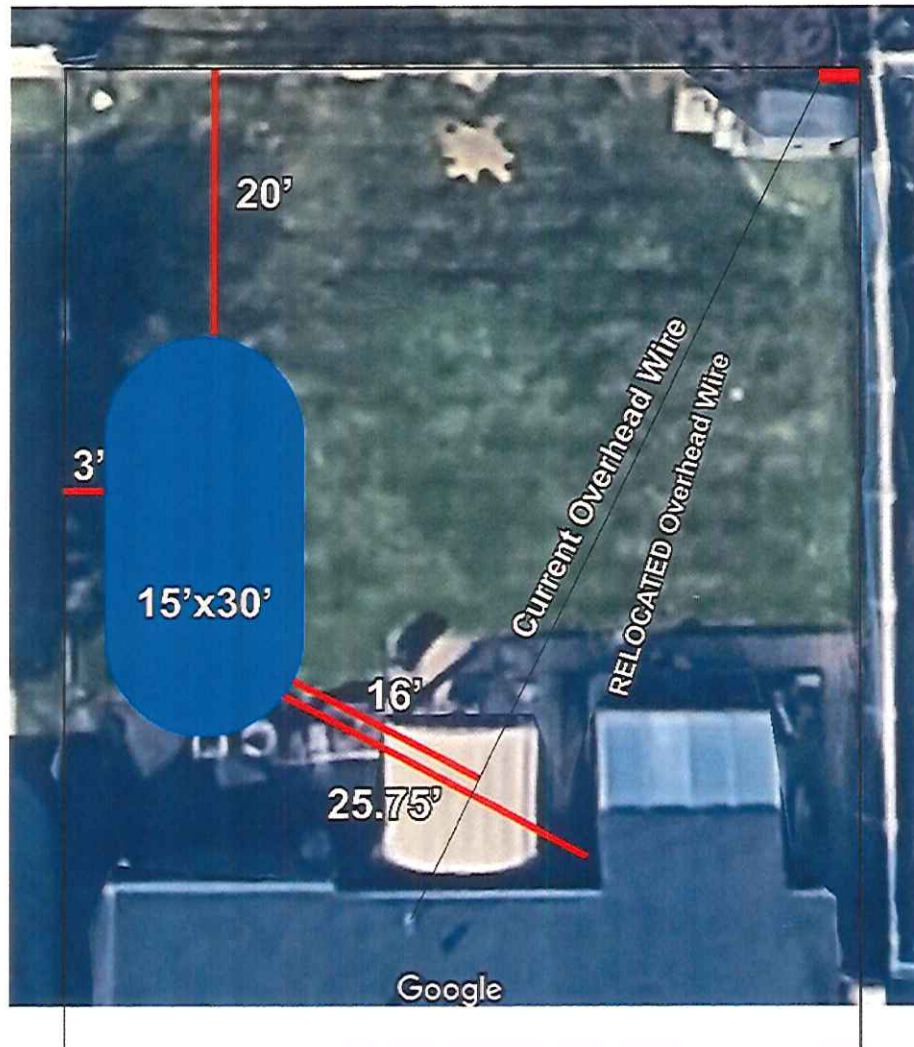
Option 1 Puts pool at 15ft from Wire Drop - DOES NOT MEET Criteria
Option 2 Puts pool at 21ft from Wire Drop - DOES MEET Criteria

To meet 22.5' from "Waters Edge" Clearance Parameters,
Pool must be at least 20ft away from Wire Drop

Option 1: 15'x30' Pool
With VARIANCE
AND
With WIRE RELOCATION

DIAGRAM 3

Option 2: 12'x24' Pool
With VARIANCE



MARK AND JENNIFER THOMAS
36520 KINGSBURY

SWIMMING POOL
LOW DENSITY RESIDENTIAL

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 17

City of Livonia

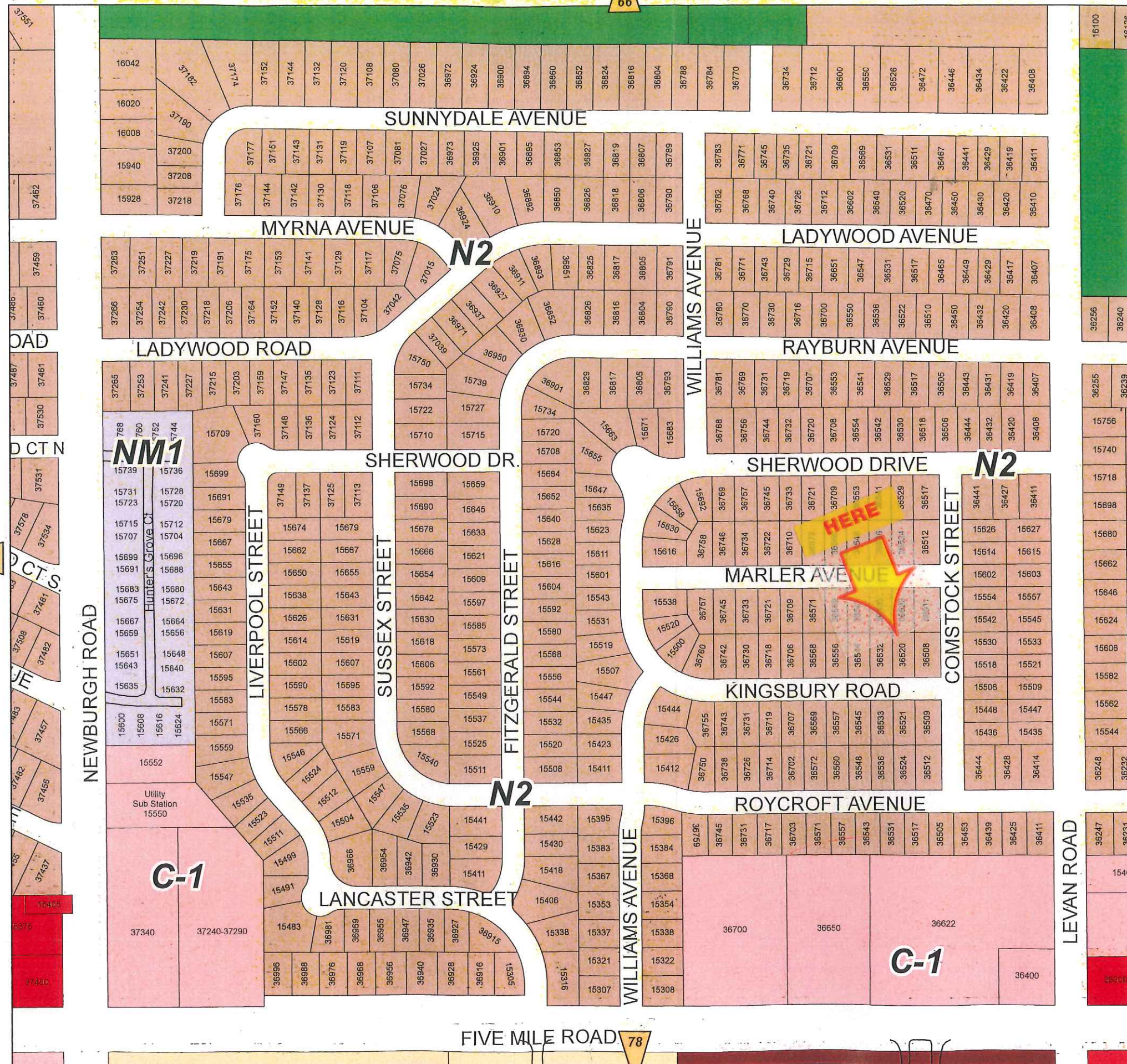
T. 1 south, R. 9 east

Wayne County, Michigan

Copyright 2001, City of Livonia



300 150 0 300 Feet



ZONING BOARD OF APPEALS

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MARC ROTONDO
MIKE TESTA



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MARTHA PTASHNIK, Vice President
CARRIE BUDZINSKI
ROB DONOVIC
SCOTT MORGAN
LYNDA L. SCHEEL
LAURA M. TOY

PUBLIC NOTICE AUGUST 22, 2025

APPEAL CASE NO. 2025-07-25, 38560 Morningstar Drive: an appeal was made to the Zoning Board of Appeals by Kristina and Jesus Jimenez, seeking to erect a privacy fence against an existing chain-link fence resulting in two fences separating properties and a privacy fence erected on a shared property line without neighbor authorization, which is prohibited.

This Low Density Residential property is located on the north side of Morningstar (38560), between Meadowview Lane and Hickory Lane, Lot. No. 022-01-0010-000, R-U-F, Rural Urban Farm, rejected by the Inspection Department under Livonia Code of Ordinance, Section 15.44.090 A and B.

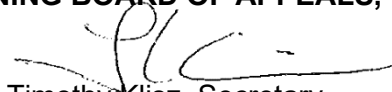
THE LAW REQUIRES THAT OWNERS OF PROPERTY LOCATED WITHIN 300 FEET OF THIS PROPERTY BE NOTIFIED OF THIS REQUEST IN WRITING. THIS IS YOUR NOTIFICATION. YOU ARE NOT REQUIRED TO RESPOND TO THIS LETTER.

Agendas, minutes, and other meeting documents may be accessed at the following URL:

<https://livonia.gov/129/Agendas-Minutes-and-Meeting-Documents>

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 9, 2025, 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: 2025-07-25
Meeting Date: September 9, 2025

[illegible]

Signature: _____

Address:



CITY OF LIVONIA
INSPECTION DEPARTMENT

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

33000 CIVIC CENTER DRIVE
LIVONIA, MICHIGAN 48154
421-2000

Applicant <u>Jesus and Kristina Jimenez</u>	Address <u>38560 Morningstar, Livonia, MI 48152</u>
Owner <u>(same as applicant)</u>	Address <u>(same as applicant)</u>
Lessee <u>n/a</u>	Address <u>n/a</u>
Location <u>North</u>	Side of <u>38560 Morningstar</u> Street
Between <u>Meadowview</u>	And <u>Hickory</u>
Lot No./Parcel No. <u>022-01-0010-000</u>	Subdivision <u>Livonia Hill Estates</u>
Zoning District <u>R-U-F-</u>	Lot Size <u>0.461 acres</u> Alley <u>n/a</u>
Present Use <u>Single Family Residential</u>	Proposed Use <u>(no change)</u>
Present Building Size <u>n/a</u>	Proposed Building Size <u>n/a</u>
Present Height of Building <u>n/a</u>	Proposed Height <u>n/a</u>
Allowable Lot Coverage <u>n/a</u>	Proposed Lot Coverage <u>n/a</u>

Proposal : Seeking to erect a privacy fence against and existing chain-link fence resulting in two fences separating properties and a privacy fence erected on a shared property line without neighbor authorization, which is prohibited.

Reason for Rejection Livonia Code of Ordinances, Section 15.44.090 A and B

Deficient Side yard	Deficient Front Yard	Deficient Rear Yard
Deficient Lot Area	Deficient Lot Area Per Room	Encroachment
Excessive Lot Coverage	Excessive Height	Increasing No. Units
Use Prohibited	double fence	Deficient Parking Spaces
		Increasing Area and Bulk

Remarks : No neighbor authorization

Plans and Application examined by  Date 7/10/25

APPLICATION FOR VARIANCE

Jesus & Kristina Jimenez / 38560 Morningstar St / Livonia / 48152 / (313) 207-7288
 (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)

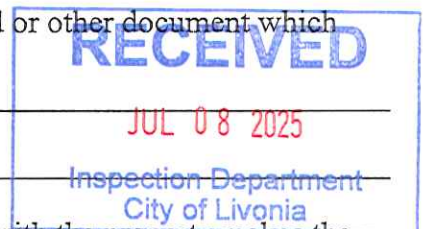
The property address is 38560 Morningstar St, Livonia MI, 48152

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

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

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

See 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:

The practical difficulty is unique due to the hostile behavior of my neighbor, who has escalated the situation with threats & harassment & police involvement (Report # 25-30294). Despite my efforts & approval from other adjacent neighbor, this specific neighbor has created a hostile & unsafe environment. This type of safety concern is not common.

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

The difficulty involves ongoing verbal harassment, intimidation and a hostile living environment caused by one neighbor. This situation affects my family's emotional well being, safety and ability to use and enjoy our own back yard.

It goes far beyond inconvenience or financial impact. It's about protecting our privacy and peace of mind within our own home.

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

The fence is consistent with others in the neighborhood and has support from two adjacent neighbors. It won't harm anyone's property or use. It simply provides needed privacy and safety due to unique conflict with one neighbor.

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 have not attempted to have the ordinance amended because, under normal circumstances, neighbors can typically reach a compromise that satisfies both parties without to change the law.

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? _____

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: JESUS G JIMENEZ

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 8th day of July, 2025

[Signature]
(Notary Public, Wayne County, Michigan)
My Commission expires 06/02/2029

TERESA GARCIA
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES Jun 2, 2029
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 7/9/25, which reads as follows:

ONLY ONE FENCE MAY SEPARATE PROPERTIES & Privacy FENCES Require Neighbor Agreement.

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

ZBA Appeal Packet: Privacy Fence Installation Request

Submitted by:
Jesus G. Jimenez
38560 Morningstar Street
Livonia, MI 48152
jimenezbcm@gmail.com
(313) 207-7288

Cover Page

Subject: Request for Privacy Fence Installation Without Neighbor Consent Due to Hardship
Submitted To: Zoning Board of Appeals, City of Livonia
Property Address: 38560 Morningstar Street, Livonia, MI 48152
Appeal Type: Hardship Exception to Neighbor Consent Requirement (Section 15.44.060)
Supporting Case: Appeal Case No. 2024-11-39 (David Bozyk)
Date of Submission: 7/7/2025

Table of Contents

- 1. Cover Page
 - 2. Appeal Letter from Jesus G. Jimenez
 - 3. Timeline of Events
 - 4. Supporting Images and Video Descriptions
 - 5. Reference: Appeal Case No. 2024-11-39 (David Bozyk)
 - 6. Police Report #25-30294 Summary
 - 7. Accessory Structure Review Request
-

Timeline of Events (Condensed Summary)

Date	Event Description
07/22/2024	Moved into property. Fence between Dave Bozyk and Doug Strhoer already installed.
02/2025	First conversation with Doug about fence proposal; he said he'd "think about it."
03/2025	Second attempt: Doug was sick but reviewed pictures and landscaping ideas.
04/2025	Doug gave first and only clear "no" after learning rear neighbor approved back fence run.

06/14/2025 Doug disrupts graduation party with aggressive mowing/weed-whipping along shared fence.
06/30/2025 Initial draft of this appeal letter prepared.
07/02/2025 Verbal confrontation with Doug captured on video; denied yard access; profane outburst.
07/04/2025 While painting fence (with permission), Doug harassed with lawn mower and yelling. Police called.
07/04/2025 Mutual no-trespass orders issued by Livonia Police.
07/13/2025 Planned birthday for son; request for peaceful use of yard.

Appeal Letter from Jesus G. Jimenez

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

Subject: Request for Privacy Fence Installation Without Neighbor Consent Due to Hardship

Dear Members of the Zoning Board,

I am writing to formally request approval for the installation of a 6-foot privacy fence at my property at 38560 Morningstar Street without requiring the consent of my adjacent neighbor, Mr. Doug Strhoer. I make this request based on sustained and escalating hardship, threats, and retaliatory behavior from this neighbor that directly affects my family's safety, privacy, and quality of life.

Despite my efforts to foster a respectful relationship, Mr. Strhoer has created a hostile environment that has intensified over time. His behavior has included verbal aggression (filmed on July 2, 2025), intimidation while I was painting shared fences on July 4, 2025, and attempts to disrupt my family's outdoor activities. These acts resulted in the police being called and mutual no-trespass orders being issued (Report #25-30294).

Neighbor Cooperation and Background

I currently share fence lines with multiple neighbors: Dave Bozyk to the east, Randy Summers to the west, and a rear neighbor on 8 Mile. All have been supportive of the fencing project. In total, 6 of the 7 households directly affected by this fence line have consented, with only Mr. Strhoer objecting.

The fence that Mr. Strhoer now opposes was initially quoted by him as a contractor in early 2024. He bid to install 290 feet of fencing for approximately \$20,000. After Mr. Bozyk selected

another contractor for \$12,000, Mr. Strhoer's attitude changed drastically. Since then, he has actively opposed the project, despite initially expressing willingness to cooperate.

Before I moved in (on July 22, 2024), fences between Dave Bozyk and Doug Strhoer and between Randy Summers and the former owner were already installed. I assumed ownership of this situation and have gone above and beyond to maintain those shared fence lines—painting them free of charge, presenting landscape and color coordination options, and ensuring they blend with the neighborhood aesthetic.

I made several attempts to discuss fence improvements with Mr. Strhoer:

- **February 2025:** He said he would “think about it.”
- **March 2025:** He was sick but allowed me to show pictures through his screen door. No objections were voiced.
- **April 2025:** After I secured approval from the rear neighbor, I asked for his final answer. He said “no” for the first and only time.

Despite his refusal, I remained respectful and sought compromise. When I later informed him that I would be painting the fences shared with supportive neighbors, I asked if I could enter his yard solely to paint the inside for longevity. He declined. During that discussion, he launched into a hostile, profanity-laced outburst, which I recorded.

Harassment and Safety Concerns

On July 2, 2025, I calmly asked for permission to paint the fence from his side, stating I would handle the work with my son. Doug became enraged, saying the fence “better be coming down soon,” and that he “needs it down.” He cited a past ZBA decision that required part of Bozyk's fence to be reverted to a 4' chain link section. Ironically, Doug approved of that original fence before turning hostile.

On July 4, while painting with my children, Doug used his riding mower to spray clippings at the freshly painted fence and shouted over the noise. Police were called and issued mutual no-trespass orders. Later that same morning, while I was on my property painting the fence shared with Dave, Doug again returned on his mower in another display of intimidation. His conduct appeared intended to provoke confrontation. These were premeditated acts. I had informed him of the work on July 2. He deliberately walked to the back of his yard and drove his mower to the front to harass me. I was painting the fence that HE had agreed to keep. Why disrupt improvements on a shared property line that benefit him? This behavior raises questions about what constitutes “neighborly” conduct, particularly given his own claim the fence itself wasn't “neighborly” and used that as a reason it had to go?

This behavior mirrors what he did on June 14, 2025, when he deliberately disrupted a graduation party at Dave's house. He mowed aggressively and used his trimmer along the fence, going out of his way to harass attendees and block street parking.

Doug's actions are escalating and aimed at creating an unlivable environment for me and my family. I celebrated the Fourth of July in front of my house to avoid conflict in the backyard. I should not have to plan family events around someone else's aggression.

View Objection and Motivation

Doug claims he wants the fence removed to "restore his view." However, the fence between Dave and me—installed before I moved in—will remain. His only new view would be of Dave's in-ground pool, raising serious concerns about his true motives. The privacy fence ensures safety and decency for minors in swimwear, and his objection to that particular portion is deeply troubling. His objection to my yard is also troubling because I have a hot tub with two minors under 18. As a common courtesy, why wouldn't one respect this request based on that specific reason alone?

This inconsistency undermines his argument. Furthermore, his actions demonstrate retaliation stemming from not being hired for the project—not principle.

Additional Request

I request a zoning compliance review of Mr. Strhoer's large red accessory structure under Section 7.09.01.A of the Zoning Ordinance. This structure—paired with his two-car garage—may exceed allowable square footage and directly affects the character and visibility of the neighborhood from my yard. The same strict enforcement used in applying the zoning ordinance to the fence should be equally applied to his accessory structure.

Closing

As a father, homeowner, and neighbor, I have demonstrated respect, good faith, and community spirit throughout this process. I ask the Zoning Board to recognize this ongoing hardship and approve my request to install a privacy fence on my property without requiring Mr. Strhoer's consent. I also ask the Board to revisit Appeal Case No. 2024-11-39 as part of a broader pattern of behavior.

This fence is not just a barrier—it is a necessary boundary to restore peace and safety for my family. My son's birthday is July 14, and we plan to celebrate on the 13th. I respectfully ask for expedited review and approval so we may do so without fear of further conflict.

Thank you for your time and consideration.

Sincerely,

Jesus G. Jimenez

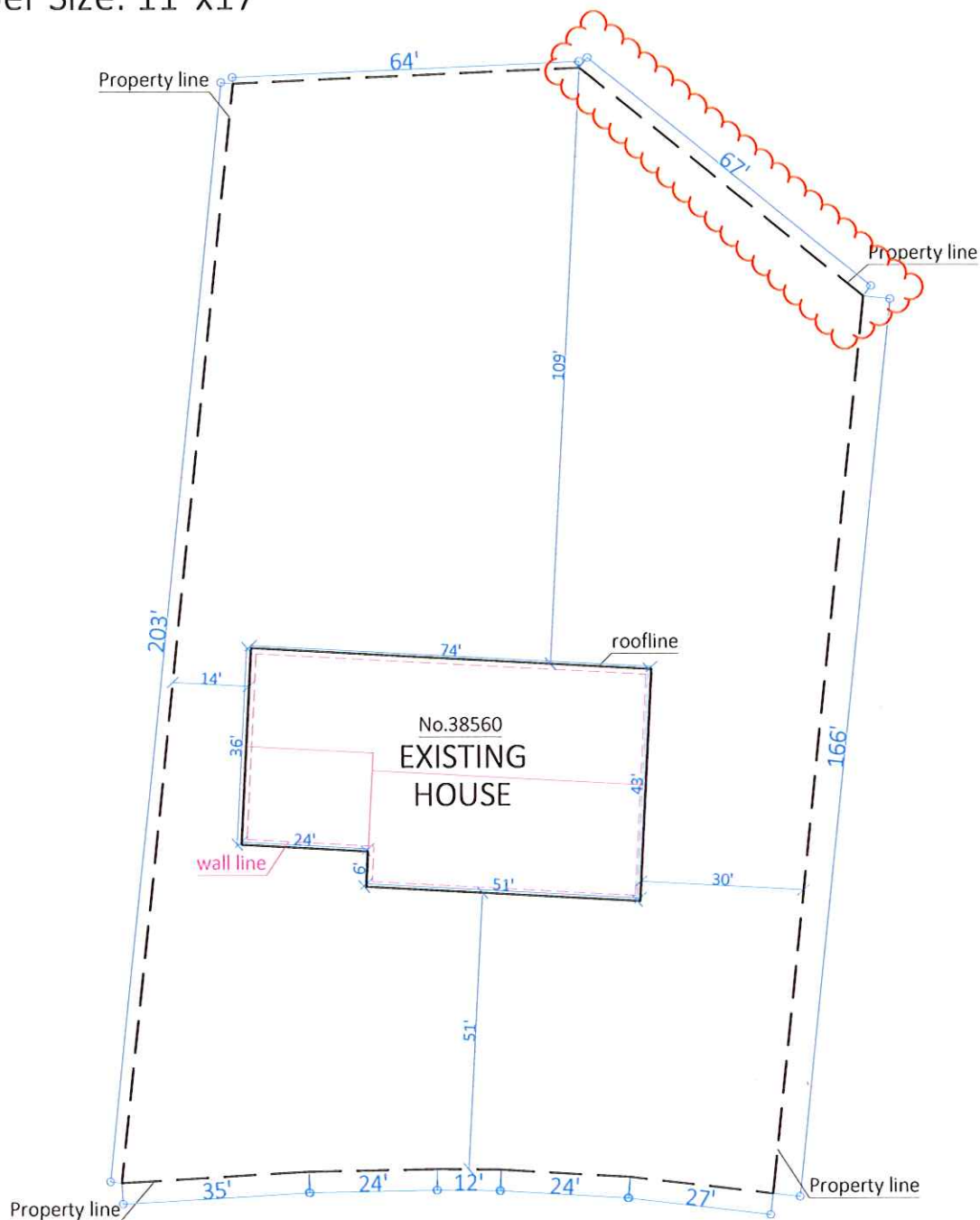
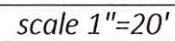
38560 Morningstar Street

Livonia, MI 48152

(313) 207-7288

jimenezbcm@gmail.com

Paper Size: 11"x17"



Norningstar St

This is not a Legal Survey, nor is it intended to be or replace one.
These measurements are approximate and are for illustrative purposes only.
This work product represents only generalized location 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.



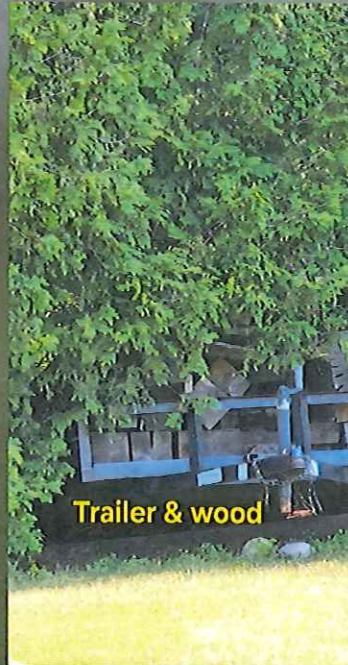
Neighbor A 38620 Morningstar
 Neighbor B 38560 Morningstar
 Neighbor C 38530 Morningstar
 Neighbor D 2535 Meadowview
 Neighbor E 38640 Morningstar
 Neighbor F 38651 8 Mile Rd.
 Neighbor G 38631 8 Mile Rd.
 Neighbor H 28469 Meadowview



Letter of approval to appeal from 38560 Morningstar
 Case# 2024-11-39 David Bozyk



The view from my gate.



Trailer & wood



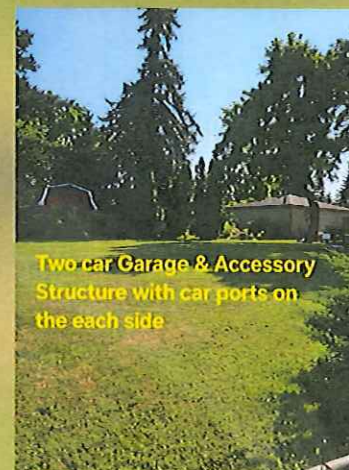
More wood and lawn care equipment



snow plow & brush guard for pickup



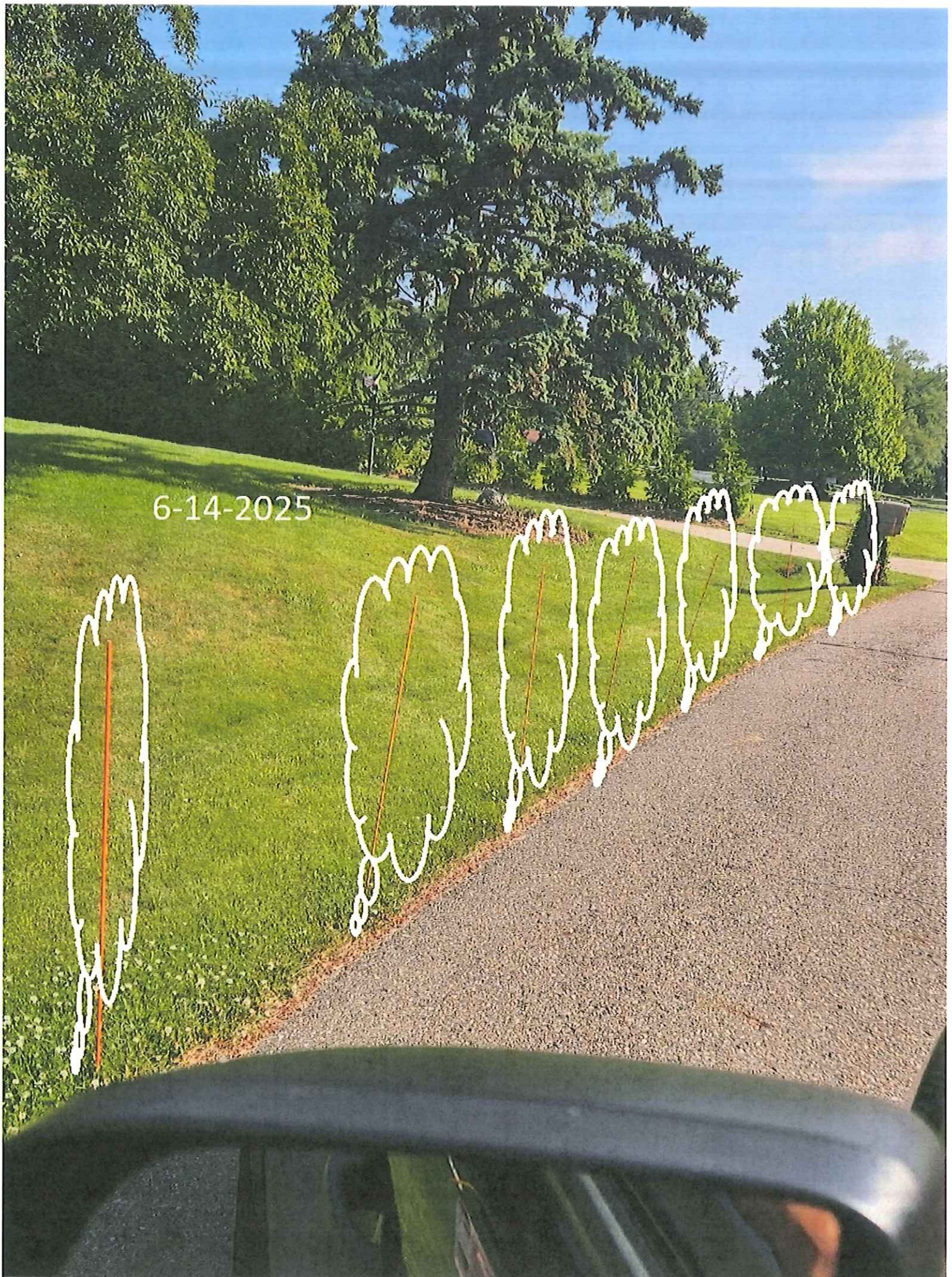
Rotting lumber on top of car port cover by tarp



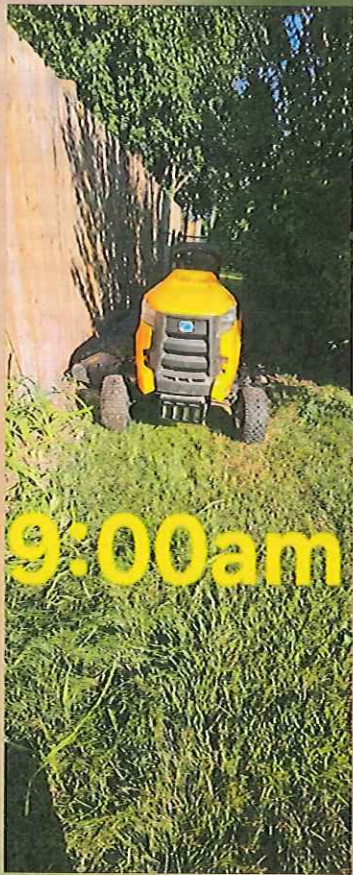
Two car Garage & Accessory Structure with car ports on the each side



6-14-2025







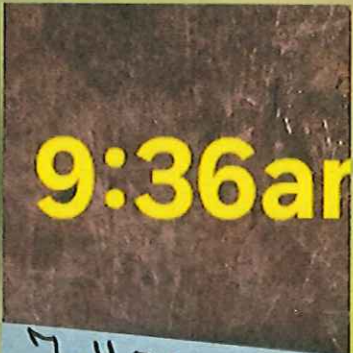
9:00am



11:13am

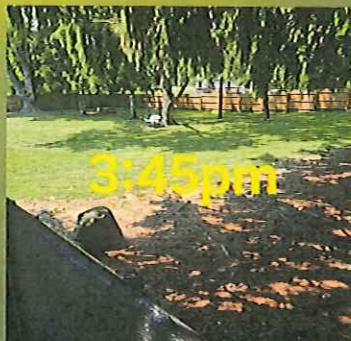


10:04am

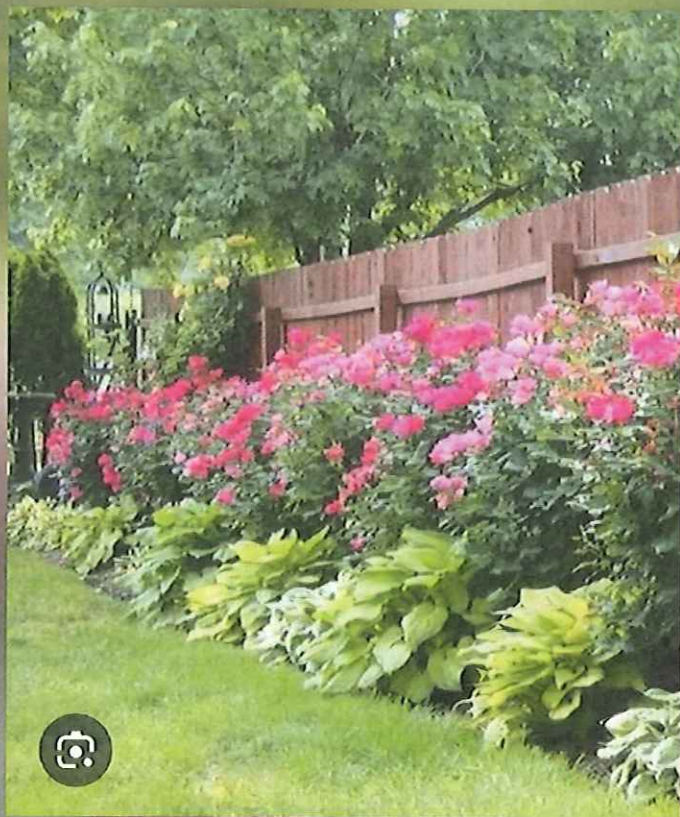


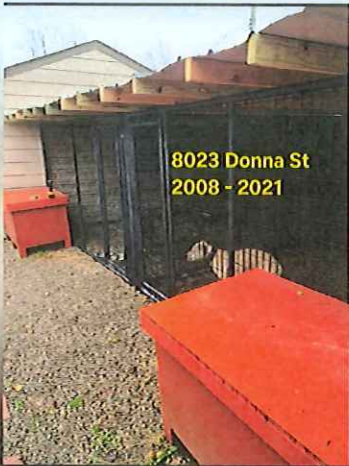
9:36am

e: 7-4-25
For Service Number:
25-30294
er to this number for any Inquiry about this case
copies of reports contact Central Records
day-Friday, 8:00AM to 4:00PM.
LIVONIA POLICE DEPARTMENT
www.livonlapd.com
ol Desk (734) 466-2470
ral Records (734) 466-2382 or 2385
c Bureau (734) 466-2366
ctive Bureau (734) 466-2314
u would like to be notified of an arrest in your
or the release of the person arrested, or both you
d call the Livonia police Department at
466-2470 to inform us.
r: Montone 2073



3:45pm

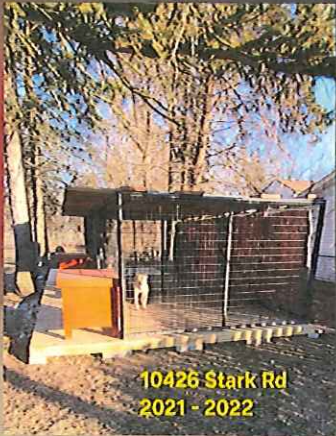




8023 Donna St
2008 - 2021



8023 Donna St
2008 - 2021



10426 Stark Rd
2021 - 2022



98560 Morningstar
2024 - Present



10426 Stark Rd
2021 - 2022



36020 Perth St
2022 - 2024



36020 Perth St
2022 - 2024

JESUS AND KRISTINA JIMENEZ
38560 MORNINGSTAR

FENCE
LOW DENSITY RESIDENTIAL

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 6

City of Livonia

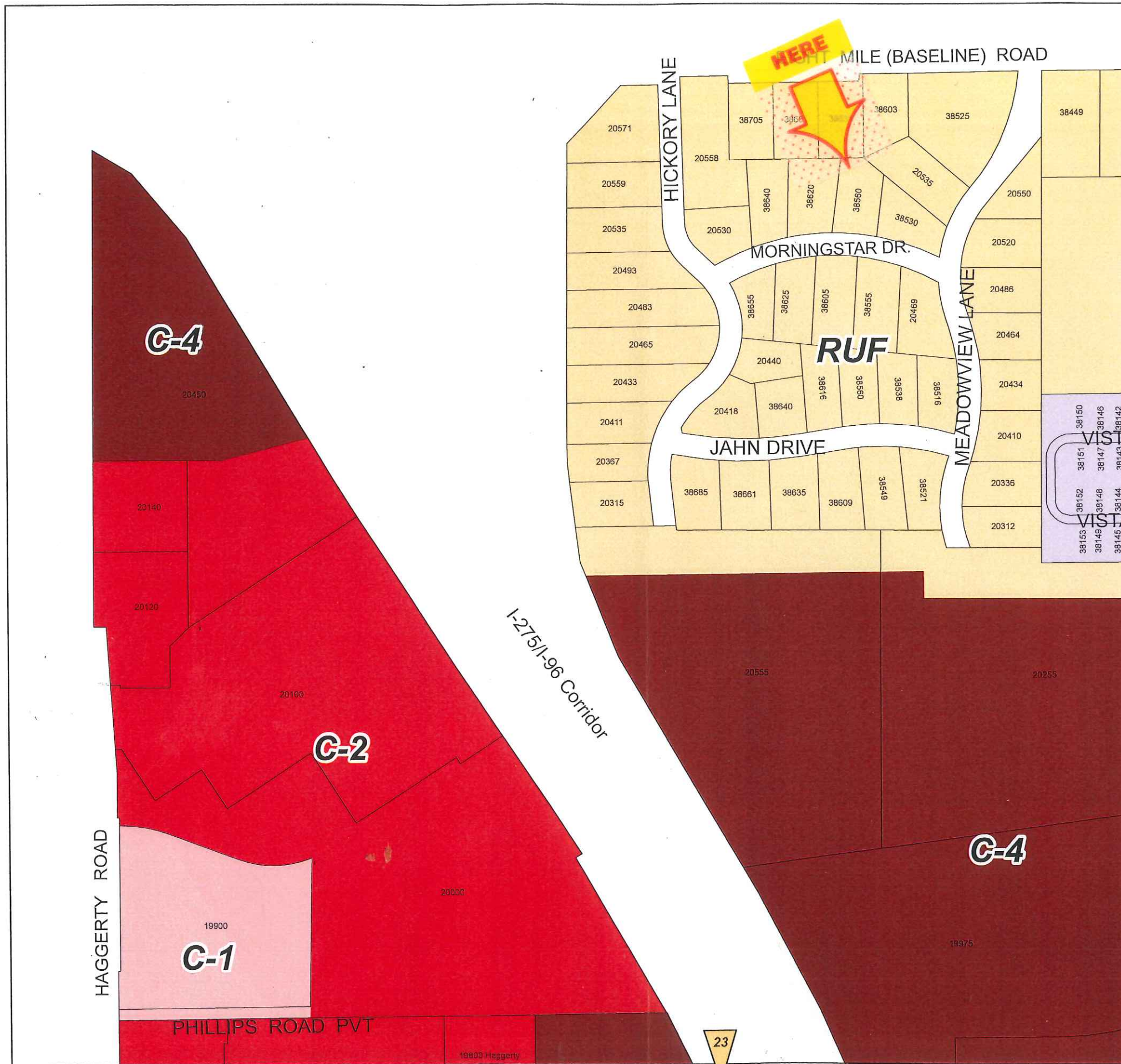
T. 1 south, R. 9 east

Wayne County, Michigan

Copyright 2001, City of Livonia



300 150 0 300 Feet



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

Case No: 2024-11-39
Meeting Date: February 11, 2025

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 letter attached
from Jimenez family 38560 Morningstar st.

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

Signature:

Kristina Jimenez

Name:

Kristina Jimenez

(Please print)

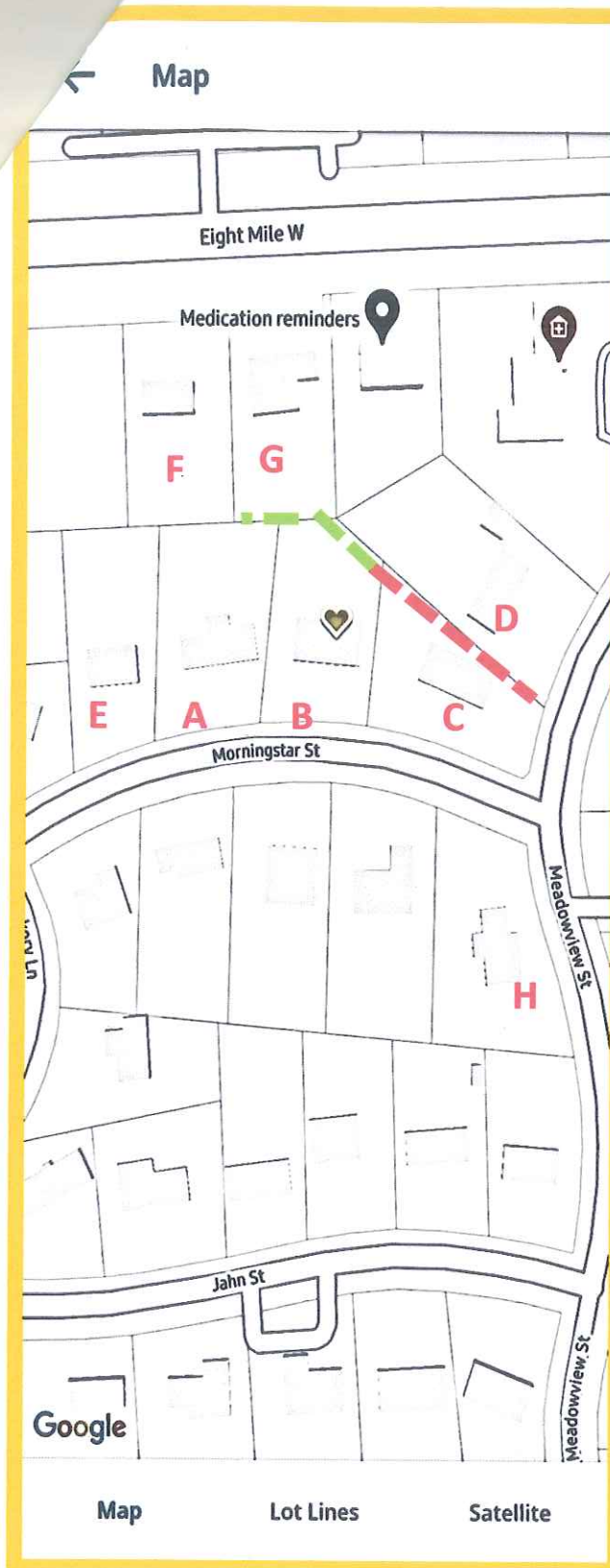
Address:

38560 Morningstar st.
Livonia MI 48152

RECEIVED

FEB 11 2025

CITY OF LIVONIA
ZONING BOARD OF APPEALS



Neighbor A 38620 Morningstar
 Neighbor B 38560 Morningstar
 Neighbor C 38530 Morningstar
 Neighbor D 2535 Meadowview
 Neighbor E 38640 Morningstar
 Neighbor F 38651 8 Mile Rd.
 Neighbor G 38631 8 Mile Rd.
 Neighbor H 28469 Meadowview

Letter of approval to appeal from 38560 Morningstar
 Case# 2024-11-39 David Bozyk

Chronological timeline of events related to this petition

June 16, 2024	No fence was erected on neighbor C Neighbor A fence was already erected.	Adjacent neighbors were in agreement to proposed fence
July 22, 2024	2 Quotes received	Decision to go with lesser \$ value quote. *Neighbor D was 1 of the quotes submitted and not selected. This proves he was aware and in non-objective at this time
	Fence installed prior to 7/22/24	
July 23, 2024	Neighbor B moves into 38560	Adjacent to petitioner – neighbors arrive
Current day	Between July 27 – today, neighbors A, B, E, F and G have spoken and are in agreement to the fence.	

Facts:

Petitioner has an inground pool

Petitioner has 2 children – Young adult woman and young boy who swim frequently in the summer

Petitioner is adjacent to the neighbor D that is contesting with direct visibility to the pool

Neighbor B is in favor of this fence

Neighbor B will be requesting similar permit to continue the fence line for privacy in Spring of 2025

Neighbor A has also installed a fence and is involved in similar contesting

Letter of Approval

Neighbor B – Jimenez Family of 38560 Morningstar.

Dear City of Livonia Zoning board, I am writing this letter on behalf of my family who has recently joined the neighborhood of Livonia Hills Estates. This area is a beautiful hilly sub that many of our neighbors have pets that enjoy the spacious lots. Majority of these pets are medium sized dogs. We live in this rural urban farm zone and plan to enjoy the large lot sizes with our family for years to come. Our family has 2 young teenagers that both will attend Stevenson H.S by next year. Our children have made friends with neighborhood kids that

Letter of approval to appeal from 38560 Morningstar
Case# 2024-11-39 David Bozyk

luckily are in the very same age group and ride the bus together. We were excited to move to this new home and have worked very hard in our careers to buy this dream home. We have been able to host Stevenson marching band gatherings for trumpets, our children's birthdays, we even built a long plastic water slide for our friends and family to enjoy during this hot summer. That is what the big hills are for when you are 14! Making memories.

For this reason, it saddens us to see the current situation with our neighbor David Bozyk who has also worked hard to achieve his dreams. Our adjacent neighbors have been so welcoming to our family and we visit each other to say hello or send a homemade treat when we can. When we were in the process of closing on the purchase this property, we learned that our neighbors (C) would take the opportunity to build a fence to keep privacy. This to us was a great idea as we ourselves love to have a good neighbor, but like a good neighbor you can stay over there. ☺ We appreciate our own privacy as well and are in full support of this. If ever we want to visit, we will do so with an invitation. With this explanation shared I hope you can understand that we are all in good company with each other and can truly respect each other's privacy and right to have the home they dream of. During the past 7 months of living next to Mr. Bozyk, we have come to learn about several interactions our adjacent neighbors are now having with the contesting neighbor that I will refer to as neighbor D in this document. I feel it is of utter importance that the panel be made aware of the objector's peculiar behavior during this entire ordeal. I have witnessed borderline harassment in the form of intimidation from that of neighbor D towards our petitioning neighbor Mr. Bozyk. Thankfully Mr. Bozyk has a level of emotional intelligence and patience that he has not engaged in arguing with this neighbor D. For that we applaud him. Mr. Bozyk has gone above and beyond to try and appease neighbor D. I have witnessed David hire contractors to try and come up with solutions in order to not have any disagreement with neighbor D. After meeting this neighbor myself, I have come to the conclusion that it would be best for every party to have privacy. I would also like to note that there are 8 neighbors and of those only 2 have had issues with this. Neighbor D & H were these neighbors from what I understand. I hope tonight all of our neighbors attend and can come together to benefit all of us living in this beautiful subdivision. Please also keep in mind that we (Neighbor B) will also be soliciting a permit soon in order to continue the very same fence line that is being by appealed here tonight by Mr. Bozyk. I truly hope there will be no issues in the future and look forward to a first spring in this new home with our truly great adjacent neighbors.

Respectfully,
Jimenez Family
38560 Morningstar st.

APPEAL CASE NO. 2024-11-39, 38530 Morningstar: An appeal was made to the Zoning Board of Appeals by David Bozyk, seeking to maintain a privacy fence erected in conflict with the approved plans, resulting in a privacy fence erected along a common property line without neighbor approval, which is prohibited.

This Low-Density Residential property is located on the north side of Morningstar (38530), between Meadowview and Hickory, Lot. No. 022-01-0009-000, RUF District, Rural Urban Farm, rejected by the Inspection Department under Livonia Code of Ordinance, Section 15.44.090B, Residential District Regulations.

COPPOLA All right, thank you. Mr. Stierna, anything you'd like to add?

STIERNA Thank you, Mr. Chair, the Inspection Department has nothing to add.

COPPOLA All right. Thank you. Any questions for the Inspection Department?

BARINGHAUS Mr. Chairman?

COPPOLA Vice Chair Baringhaus.

BARINGHAUS Regarding a privacy fence, do the supporting post and cross members have to face the interior of the yard?

STIERNA That is part of the neighbors' agreement. It is defaulted that you should be facing it towards your -- good side -- towards your neighbor's yard. But under the ordinance, they are allowed to agree with the neighbors which way they may have it facing.

BARINGHAUS Okay. Thank you.

COPPOLA Any other questions? Have just a small group of questions. The notice says that a fence was put up. Privacy fence was put up without neighbor approval. As I looked through the submissions from the Petitioner, it appeared to me that there [was a] privacy fence erected and it looked like in place of chain-link fence that actually led it to two different neighbors. Is that...?

STIERNA That's correct. The neighbor in question wanted the chain-link fence that was approved on the agreement. However, they ended up [with the] privacy fence, which the neighbor hadn't approved. The other neighbors were in agreement with--

COPPOLA So you have that signed?

STIERNA We do have the others signed, correct.

COPPOLA So the one that's on Morningstar to their west, I think. That one's signed?

STIERNA Correct. Yes, we do.

COPPOLA Okay. And then so I noted that there was a permit that was issued for a fence on 9-24, which was actually two months after the violation was noted. What's that fence permit for?

STIERNA I believe it may have been an enforcement, fence erected without permit. He came in, pulled the permit.

COPPOLA But he couldn't have pulled the permit without all the documentation, which would have been the neighbors' approval, correct?

STIERNA Correct.

COPPOLA So you couldn't have issued a permit for the whole fence. That may be for just the fence between the neighbors on Morningstar?

STIERNA No, I believe.... Let me look into the history on that one real quick.

COPPOLA Last question is, when putting a fence between two properties, can you put a fence one foot inside your property, or is it supposed to be on the property line?

STIERNA It is supposed to be as close to the property line as reasonably possible. Part of the agreement is agreeing where that fence line is. It ultimately is... there can be only one fence separating the properties.

COPPOLA So the neighbor—again, I'm a little confused, because when as close as possible would mean when it's not possible, that means there's an obstruction, like a telephone pole or something that's--

STIERNA Trees occasionally will—

COPPOLA --hard to move, but otherwise it should be on the property line.

STIERNA Correct.

COPPOLA So the parties can't agree that, "No, I want you to move the one foot inside your property." That's not really a....

STIERNA Well, barring having a sealed survey, there's really no way to determine that.

COPPOLA I think we do have a survey here, right?

STIERNA Yeah.

COPPOLA Correct. Okay, any other questions? The Petitioner can step up to the podium, and I'll need a name and address just for the record first.

BOZYK David Bozyk, 38530 Morningstar, Livonia, Michigan 48152.

COPPOLA All right, thank you, Mr. Bozyk. Why don't you go ahead and I mean, I think you did -- I'll compliment you -- a pretty good job documenting everything pretty well. You wrote a letter. I saw that. But why don't you just, for purposes for the record. Why don't you just give us the highlights here. I'd like to understand primarily why the fence went in without a permit, and then to understand the reasoning, why you believe we should provide this variance that you requested.

BOZYK All right. I'm willing to answer questions as we go along. First, without the permit, it was a pretty good consensus. Doug and I -- my neighbor -- they talked about, or I had talked to Doug for about a year about replacing the fence. I mean, it was a conjunction of multiple different fences: chain-link, dogwood, or it should be shadow box, picket fence. It was just a compilation of three or four different types of fence, and it was falling over. It was an old fence, and it just needed to come down. As I mentioned, Doug had originally quoted me at a vinyl fence, a six-foot privacy fence around the perimeter, and it exceeded my budget. By double, almost. I mean, my budget for this fence was about six grand. I'd gotten another quote by an existing neighbor that was getting their fence done for about 11 grand. So I'm like, "Okay, well, I'll do that." At the time that Doug and I had been talking throughout the year, since my fence, he didn't really care. So that's kind of why I went about building the fence. I didn't, honestly, I thought I saw online where I didn't need a fence permit, but obviously I was wrong. So that's why I went about it without getting the permit originally.

COPPOLA Okay, so you purchased the property 2019?

BOZYK I believe so, yeah.

COPPOLA So you've been there for a little over five years.

BOZYK No, two thousand-- like 10 years.

COPPOLA 10 years, 2019 with my math--

BOZYK Seventeen.

COPPOLA Seventeen. I'm sorry, 2017, so you've been there about 11 years. You've been there, yeah, okay, eight years. So what's changed in the sense of, because I believe that neighbor has been your neighbor since you moved in.

BOZYK Like I said, we, and I had mentioned replacing the fence, more cohesive aesthetic per se. It just... it needed to be replaced. I wanted my privacy. He was okay with the six-foot because, or the vinyl fence, because he quoted me at the vinyl fence. It's too expensive. I went with the lower bid. And then after I went with the lower bid, the fence is up. That's when issues started to arise.

COPPOLA Okay.

BOZYK Let me add to you that it's not the whole fence that's in question. It's only half of our property line that is, how do I want to say, like, the property line that we share? We're only arguing about half of it, okay? Half was wood before. He's okay with the wood that was there before. So he's okay with that. But the other portion that is up and down alongside the pool that used to be chain-link, that's what the argument is. So basically, he wants me to take down the fence that I put and put the chain-link back so he can see in my yard. But regardless if I put the chain-link back, he's still going to be looking at another wood fence. I mean it's in my pool, so that's where we're at with it, right? 72 foot of chain-link that he wants me to replace, or wood that he wants to replace, back to chain-link, which I think will look ridiculous, but I'm not trying to get personal.

COPPOLA You had mentioned, as one of the hardships you had was his dog. How long has the neighbor had this dog?

BOZYK Not sure how long he's had the dog. But yes, the dog, it's been mean, it's been--

COPPOLA Give me an estimate. What is he, is it a brand new dog? Is it the dog he's had for four years? Is it a dog he's had since you lived there?

BOZYK To my understanding, it's, I don't know, three years? About right? Three years, maybe? Two years.

COPPOLA Okay, and you had mentioned that the dog bit you. Where were you when the dog bit you?

BOZYK Actually, Caroline had come over to talk to me in my yard, about the fence, and I actually had surveillance cameras up, of the dog attacking me, and I didn't know how to save the footage to my phone to.... Yeah, it bit me. It's almost bitten my girlfriend, or attacked my girlfriend through the fence. It's bitten the neighbor across the street. Every time we go out there, the dog is out there will run up and down the fence line. All hyper. I don't understand why he wouldn't want a privacy fence. The comfortability of the dog, comfortability of myself. My family, my kids, when they go out there and swim and I mean, it's comfortability for both of us.

COPPOLA So the dog didn't jump the fence. It came around.

BOZYK She was talking to me. The dog had attacked me.

COPPOLA Has the dog jumped the fence?

BOZYK No, the dog does not jump the fence.

COPPOLA Have you considered any alternatives, such as landscaping, arborvitaes, something else rather than a six-foot fence to kind of achieve the same thing with privacy, some level of privacy,

BOZYK We had trees. They were making a mess out of the pool, so we cut them all down. Yeah, I had... however it is to do, 72 feet, it's way out of my budget. I may have already invested everything I got into this fence project. To take it down, a perfectly good fence to put chain-link up, and then to put trees up, and then that's just, that's way out of my budget.

COPPOLA Okay. Questions for the Petitioner?

TESTA Mr. Chair.

COPPOLA Mr. Testa.

TESTA Thank you, Mr. Chair. I wanted to touch back on a point you made that the previous fence. You said half of it was wood and half of it was chain-link.

BOZYK Correct. And actually within the past year, we cut all the trees down, and then it opened up the view, per se, and again, it's like the chain link, the wood, the shadow boxing, the wood is falling over, to aesthetically make it more pleasing. It's like, let's just go with one material that is aesthetically, I mean, rather than having multiple different picket, shadow.

TESTA Mr. Chair, I know I do this to you a lot. I now have a question for Inspection. So I have to go back to Inspection. Mr. Stierna, if he had come in to pull a permit initially, I believe the ordinance states that all the materials have to be cohesive, meaning, if you put it, it would have to be all wood fence. Can't have mismatching materials. So would that have been rejected?

STIERNA No, that isn't necessarily true, because we do have areas where they want to have a privacy fence, say in the backyard, take it forward to the side yard, into the front, to the front corner of the building where it was required. So we do allow for variations in the fence.

TESTA Let me rephrase that. He came in with a vinyl fence, he wouldn't be able to put a vinyl fence with a chain-link and have it abut up to the wood fence. A little bit of mismatching material.

STIERNA I don't think we've rejected one on that if the neighbors have agreed. I haven't come across those frequently.

TESTA Okay, thank you.

STIERNA Usually they're not cohesive.

BOLOVEN Mr. Chair.

COPPOLA Mr. Boloven.

BOLOVEN Question first for Mr. Stierna. The Petitioner had mentioned, this one portion of it was the cyclone fence that was replaced. And then to the right when I'm looking at it would be the wood fence that was replaced. Is that a true statement that that wood fence could have been replaced without a permit?

STIERNA Sections of it as maintenance, but as a whole line, no. Usually we cut it off for about 15 to 20%.

BOLOVEN 15 to 20% of what?

STIERNA Of the fence.

BOLOVEN So looking at where that is, I mean, it's that privacy fence area from the pictures is a small section of the grander scheme project here. Would they have to have a permit to replace that section?

STIERNA If they were just doing that section? No.

BOLOVEN Okay. Is that, do you know, if that section that is currently there, is that considered a six-foot privacy fence? Not the one that was installed. The previous one?

STIERNA That I don't have, unfortunately.

BOLOVEN Do you believe, Mr. Stierna, the only issue here today is just that cyclone area?

STIERNA I do.

BOLOVEN Your green sheet mentioned that there was a proposed plan, and what was installed was not following the proposed plan. What had changed?

STIERNA The proposed plan was the mixed six-foot fence with the cyclone fence.

BOLOVEN And was there a permit given for that?

STIERNA There was.

BOLOVEN That was my understanding. Okay. So question for the Petitioner, why did you change?

BOZYK On that petition it was to move. We were in argument on the property line, and he said that I was at-- he couldn't close his gate that was between his house and my old fence that he used to before. So I went about and spent an additional \$3,500 not only to get the survey, but to move the other 72 feet, not the chain. That we put up, and we moved it a foot off his property line so that he could shut his gate. Even after we had put up the fence, he had said, "I can't fix my gate," or "I think you're on my property line." I'm like, "Well, do you want me to take it down right now or move it?" He's like, "No, I don't want you to take it down. I just want to be able to close my gate." I fixed this gate two times. He wasn't happy. We went and got the survey, I got the permit. We couldn't come to an agreement. "I want to do the whole thing. Would...?" He's like, "No, I'm not signing. I'm not signing. I'm not signing." At the time, I didn't think I had the opportunity to come and talk to you. I didn't know I had a case until I got my neighbors' support. They said, "No, you got a case here." So I moved the fence line a foot off his property line after we'd already put it up. I took the double fence down, and the only portion that I left up was the part that I would like to continue to leave up was where we agreed to the chain-link.

BOLOVEN So that, I guess that's where I'm getting confused. You submitted plans that your neighbor approved.

BOZYK No.... What I signed to get my neighbor approval, at the time, we couldn't come up to an agreement. We couldn't, and I felt forced that I had to agree to whatever he was saying. I didn't think I could come here and argue like, "Can I please keep my...?"

BOLOVEN I'm trying to figure out how we got here. Take a step back.

BOZYK Okay.

BOLOVEN How did we get here? It looks like you submitted plans that your neighbor approved. Is that true?

BOZYK Correct.

BOLOVEN What changed?

BOZYK Right now there's still 72 foot of privacy fence.

BOLOVEN Yeah, but you get what I'm saying. Why... you had your neighbor's approval? You had a plan. You submitted. You got a permit.

BOZYK Right.

BOLOVEN You're good to go. And somewhere along the lines, you changed and decided to put up a whole new fence.

BOZYK No, no, it was already up. He wanted me to take it down. It was already up.

BOLOVEN So you put this whole fence up without a permit from the beginning.

BOZYK Correct.

BOLOVEN You then figured out you had to get the approval.

BOZYK Right.

BOLOVEN You then agreed to do part....

BOZYK I only agreed because I felt like I was forced to agree to get any permit whatsoever.

BOLOVEN You're basically at that point right now. You're appealing the decision, because right now you were denied. I guess I miss an effect of why you agreed to something and now....

BOZYK Because I didn't know, because I felt like I was forced to agree on something that I didn't want to agree on, I didn't have a choice. I feel like I do have a case where... I still have the fence up. I mean, there's still the cost of it, there's still the privacy, the dog. The support from my neighbors, I didn't have that. I mean, I had it, but it's like I didn't understand why I couldn't appeal it, right from the beginning, before I even submitted those, that permit or agreed to that. I didn't think I had a case. And I do have a case. It's....

BOLOVEN Thank you, Mr. Chair.

COPPOLA Mr. Stierna, did you have a chance to look up that permit and see what that was for?

STIERNA I did. That was an enforcement for the illegal fence. Then once the enforcement was set, it's still open. Once the enforcement was set up, then he came in for the permit for the fence, which is....

COPPOLA It hasn't been issued yet. Even though it's showing up.

STIERNA It's showing....

COPPOLA It's showing up on the system as a privilege I have, yeah, I have the PZ 24 04 26 which is the issued fence permit for this fence in question. I have no other permits for a fence.

COPPOLA The question is, what is the permit? Is it for a complete privacy fence, or is it only for the sections?

STIERNA It is for the section. It is for the complete fence, including the sections that were to remain chain-link. So the permit was issued for "install six-foot vinyl privacy enclosing the rear yard and install four-foot chain-link from the telephone pole heading west along the rear line to the corner of the property." That was the permit.

COPPOLA I'm sorry, it says "vinyl?"

STIERNA "Six-foot privacy fence."

COPPOLA Okay.

BOZYK I guess, what you said, "Why are we here?" It's because I'm trying to keep that 72 foot of....

BOLOVEN Better stated. And that was partly my question, Mr. Chair, that I was trying to understand the timeline. So seems like fence fully goes in, no permit. Complaint comes in, an agreement's reached. Submit that agreement, which included part privacy, part chain-link, permit issued. That was the agreement, and now neighbors come back, or the Petitioner has come back and said, "I don't want that agreement. I want to appeal it, because I want to leave up the full privacy fence." Is that correct, Mr. Stierna?

STIERNA That would be correct.

BOZYK Yes, that's correct.

COPPOLA Other questions?

TESTA Mr. Chair.

COPPOLA Mr. Testa.

TESTA First, thank you to Mr. Boloven, for going through all that to get to the bottom of it. But question for Mr. Stierna regarding the enforcement. Who? What triggered that? Was that an actual neighbor complaint, or City or...?

STIERNA Yes, it was a neighbor complaint.

TESTA Thank you.

COPPOLA Vice Chair Baringhaus?

BARINGHAUS Yeah, thank you. You talked to the neighbor, and your neighbor indicated that they wanted a portion of it chain-link. You just left it at that, you didn't go any deeper?

BOZYK No, everyone went back and forth. They said, well. Like that.

BARINGHAUS What was the back and forth? Give us the....

BOZYK He was going back to vinyl for the 72 feet, back to chain-link for 72 feet.

BARINGHAUS What was your neighbor's reasoning for that request to have chain-link in that particular section?

BOZYK They wanted to view my backyard. They feel like it's taking away their view.

BARINGHAUS Is that the portion of the wooden fence that crosses into their backyard?

BOZYK They're not worried about that wood portion. They're only worried about the chain-link portion.

BARINGHAUS The chain-link portion?

BOZYK Right. It has to give them full view.

BARINGHAUS The fence is, I believe, in the area of the backyard, isn't that correct?

BOZYK I'm sorry, say that again?

BARINGHAUS In the area of their backyard?

BOZYK Correct.

BARINGHAUS Yes. Currently... tell us about the materials of the fence.

BOZYK It's dogwood, a six-foot dogwood.

BARINGHAUS Treated or untreated.

BOZYK Currently, it's untreated. I want to know what happens before I go and treat it. I mean, once weather breaks I'd like to treat everything.

BARINGHAUS How would you be treating it? Well, how would you like to...?

BOZYK Spray.

BARINGHAUS Stain?

BOZYK Stain. [Inaudible]

BARINGHAUS Okay, great. Thank you.

MEAGHER Mr. Chair. One question. Was there anything wrong with the 72 feet of chain-link fence?

BOZYK It was falling over.

MEAGHER It was falling through?

BOZYK It was just all falling over. Everything needed to get replaced.

MEAGHER The 72 feet that we're talking about, not the....

BOZYK Correct.

MEAGHER Okay.

BOZYK It was all falling apart.

MEAGHER Thanks, Mr. Chair.

ROTONDO Mr. Chair?

COPPOLA Yeah, Mr. Rotondo.

ROTONDO Question for the Petitioner. I'm looking at the pictures of the new fence and what's the reasoning behind having the fence face.... The fence is.... The posts are facing

your yard on one side and on the other side, they're facing the neighboring yard. What's the reasoning for that?

BOZYK At that time when we installed it, there's a lot of bushes on the other side of that fence, so it was just easier to install the way we did. But my neighbor, the neighbor. He didn't have a problem with that. He was okay with the way the fence is.

ROTONDO Okay and that one where the posts are facing outwards, is that the neighbor that you did not come to the agreement with, or...?

BOZYK That one where they face out, he's okay with that.

ROTONDO Okay. Thank you.

BARINGHAUS Mr. Chairman?

COPPOLA Vice Chair Baringhaus.

BARINGHAUS Thank you. Yeah, your neighbor next door to you on Morningstar, which contains the section of fence Mr. Rotondo described. Did you have conversations with that neighbor when you were thinking about putting the fence in?

BOZYK He was good with it. He was happy. He'd actually like to continue doing the same fence around his property. And I believe he's here to speak today.

BARINGHAUS Great. Thank you.

TESTA Mr. Chair.

COPPOLA Mr. Testa.

TESTA Question for the Petitioner. During your opening statement, you talked about your neighbor Doug and getting a quote from him, I'm assuming you mean you were gonna hire your neighbor to install that fence?

BOZYK That's correct.

TESTA Okay. Is he a licensed installer?

BOZYK He's done a lot of work, construction work and such. He does landscaping. So I would consider him a professional.

TESTA Did he indicate to you in any way that a permit would be necessary?

BOZYK Not before the fence.

TESTA Okay, so during the location process, in the quote....

BOZYK It wasn't even a problem. So that was it. Was that, actually, that day.

TESTA Okay. Thank you.

COPPOLA Mr. Bozyk, I forgot to ask this question. What do you do for a living?

BOZYK I just retired from Ford.

COPPOLA What did you do for Ford?

BOZYK General assembly.

COPPOLA Any other questions for the Petitioner? All right, seeing none. Is there anyone in the audience who would like to speak for or against this petition? You can go ahead and have a seat, Mr. Bozyk.

JESUS JIMENEZ I would. Do you want me to come back up there?

COPPOLA If you would, please. I'll need a name and address beforehand.

BOZYK Thank you.

JESUS JIMENEZ How are you guys doing tonight?

COPPOLA Good.

JESUS JIMENEZ My name is Jesus Jimenez. I reside at 38568 Morningstar. I'm actually David's direct neighbor. This is my daughter Graciela and my son Jesus. We came here today as a family, because we speak together as a unit. My wife is currently at home recovering from the surgery she had last week, but she did write a letter, and if it's okay with you guys, I'm gonna have my daughter read my wife's letter on her behalf.

COPPOLA You can submit it in for the record, but if you'd like her to read it, that's fine.

JIMENEZ Okay. That's our approval. That's our letter, right there. Ready to go?

GRACIELA JIMENEZ (Letter of approval from Kristina Jimenez, 38560 Morningstar, was read)

JESUS JIMENEZ So with that, I want to add, I'm sorry, but I didn't print out enough. This is a visual of our property lines, which I think it's important to see. I've labeled the neighbors that are kind of technically involved with all of this. David himself, the Petitioner, is C in these images. I'm B. My neighbor to the right of me is A. So the neighbor A is the first one that got their fence put up. This was way before I even bought this house. I literally just moved into this house seven months ago. So when I bought this house, my neighbor on the west of me had already had this fence erected. David on the east of me was getting quotes, and had gotten a quote from Doug, and while that neighbor on the west of me was getting their installation done, he got a quote from them. Before I had moved in, David put up that fence, and I was happy with it. I respected him. I respected his family, his pool, his kids. I have kids. You know what I mean? I don't have any problem with anybody, but I respect people's privacy, period. Somehow, there was a disagreement between them two, and from that point on, somebody else called the City, and the City started issuing the ordinance, the violations. Neighbor A, in this picture, had to go to his neighbor and the neighbors on Eight Mile to get there to keep his fence. Sorry. He had to get three other neighbors, plus my approval to keep his. Neighbor G also shares a fence line. I just recently made contact. She's in the audience tonight to speak her mind. It seems that everybody in this picture was perfectly fine with the fence. I don't know what his personal issue is, but for him to be the only one that's [objecting], not only [objecting], but him to demand that that four-foot fence go back up, more specifically in the area of his pool, I think is a huge red flag, because I have a hot tub. My kids are out there in the hot tub. I don't want anybody looking at them and what they're doing, who's out there, and how they're out there. For him to say that, "You got to take your fence down. I want it back to the chain-link, but you can keep that side, and you can keep the fence that goes between me and Dave." I mean, that's just being petty at that point. You know what I mean? So I don't know if I'm wording that any better than what my wife tried to do or what Dave did. I think he did a fantastic job. And to address a question earlier, I think it was Christopher, I'm sorry. You had asked him what changed from the time that he had requested that permit and to where now he didn't want to agree with it. What changed is me, I'm neighbor B, and then that image again. I'm sorry. The red line is what he put up. That green line is what I'm going to submit my permit for to continue the fence run, because now David has it on my east side. Neighbor A has it on the west side, it would be logical for me to continue that fence route and cost, definitely cost efficient, because they had already paid for the size. I wanted to continue that fence route. Unfortunately, my fence also abuts up with his fence that guy was complaining about. So this petition is not just for David to keep his, it's also the start of mine now, because if he's having this type of problem with David, which I don't know what it is, I just moved there, I don't want to have these type of problems with him. But if there's already this type of friction between neighbors that have been there over 15 years or eight years, whatever it is, I don't want to be part of it. I think it's fair. I think it's reasonable to leave this fence up and possibly consider my permit that I would be pulling in the spring to put that up too. I think that's pretty much all I have to say. Within that time, I'm sorry. One last thing. Within that time, I've made communication with all my neighbors. I've gotten along with all of them. It seems like they or Doug is the only one that has an issue with anything. My kids made friends with the neighbors across the street. The community is beautiful. Everything is fine about it. I don't understand why somebody has to be so intrusive with how they spend their money. If they're

not going to contribute to it monetarily. It's okay to have an opinion, but if you're not going to pay or help put that work in, you shouldn't have really have too much of a say of what he's doing on his property with the taxes he's paying. My opinion, I don't know if that's true or not. It's just opinion.

COPPOLA All right, thank you. Mr. Boloven, you have a question?

BOLOVEN Yeah. Question for... I'm sorry, is it Mr. Jimenez?

JESUS JIMENEZ Jimenez. Correct.

BOLOVEN I'm looking at a picture that encompasses your property as well as, I believe, kind of comes to a tip where you and, I guess it would be....

JESUS JIMENEZ Dave's property, correct.

BOLOVEN Your diagram there. Is that chain-link currently continuing down?

JESUS JIMENEZ Between me and Dave? No, he's already went—

BOLOVEN No, you and....

JESUS JIMENEZ Me and Doug, me and Doug.

BOLOVEN Doug, okay.

JESUS JIMENEZ Yeah, it's currently chain-link. It is in kind of poor condition. And to be honest with people, yes, there is vegetation, and it's great during the summer, but honestly, during the winter, he has a dog, and I have a dog. It's clear as day that the dog will run against the fence and stir some stuff up. I want a fence. So it is, there is a chain-link fence there, but for you guys to like, not you guys, but for him to be required to take down that 72 fence and then leave up the wood fence going east, and then leave up that run that goes north and south between me and him. It kind of looks something like, "Was it done right?" You know what I mean?

BOLOVEN Thank you, Mr. Chair.

COPPOLA Thank you. Anything else?

JESUS JIMENEZ Okay, I think we're set.

COPPOLA Would anyone else like to speak? Mr. Martin.

MARTIN Thank you. Christopher Martin, I used to go to these meetings a lot.

COPPOLA Could we have your address, too?

MARTIN Christopher Martin and 72 years resident of the great city of Livonia and the great state of Michigan.

COPPOLA Still need your address.

MARTIN No, you don't. I know that, really you don't. So just a few comments on fences over the years, because I've watched a number of these debates over the years, and primarily the Zoning Board is here to talk about fences. That's probably your biggest topic, I would think, is privacy fences. And the gentlemen had mentioned that maybe wanted to keep the four-foot cyclone or whatever, so he could look through it. So Michigan is one of the states that you don't have a right to a view. So if you build a house on a lot, and next door to you is some beautiful woods, and all of a sudden, some developer decides to build a house there, you can't stop that. You have no right to that view. So that's number one. Next thing is the good side of the fence, they call it the good side, always goes towards your neighbor, and the hardware goes towards the Petitioner's side. As far as the maintenance repair, supporting a certain percentage, there is no certain percentage, not in the state of Michigan. On the maintenance repair. The fence, you put it on the lot line. No matter who pays for it, you both own it, you and your neighbor. The equivalent of that would be if one of you wanted to come on over and build a garage on my property, I would own the garage. You paid for it. I would own the garage. The permit: the guy's here because he didn't have a permit. To go get the permit, I don't think that was really necessary. He's here to get approval whether he has a permit or not. That's the way I would look at that. And so the fact that he got a permit after putting the fence up is pointless to me, because he came here to get your approval for something that might not have been done correctly in the beginning. But here's another thing, though, is that good fences make good neighbors. And there's a lot of truth in that. Another thing, especially when the privacy fences are discussed, there's usually an angry dog involved. So some stories have been told about that, and I'll tell you, to be quite honest with you, is I tried to get that leash law passed in Livonia and it eventually was, but if a dog was to attack me, to be quite honest. And I told other people this within the Law Department also at times is, I'd shoot the dog. It's that simple. Dog attacks, then I shoot. It might not be humane, but I'm in the process of protecting myself. So I have no interest in this. What goes on between the neighbors on this particular case. I'm just here to say my opinion and what I've seen over the years on privacy fences and who owns what, and this and that. Usually another thing, too, it's very rare that when you put a privacy fence, your neighbor ever chips in. That guy's the poorest guy on the face of the earth when you try to get 50% fence reimbursed, okay, so I would have put the fence up on my property if I paid for it, because then I own it, I can paint it what color I want on both sides. So that's it. Thank you.

COPPOLA Thank you. Anyone else want to speak for or against this petition?

DOUG STROHMER I could use a glass of water.

TESTA There's a drinking fountain right out the door.

DOUG STROHMER Could I get a drink real quick?

COPPOLA All right, please make it quick. Do we want to hear someone else? I'll take someone else in there.

GASTON My name is Nancy Gaston. I live at 38685 Jahn Drive. My property is in the back of the subdivision. My property doesn't have anything to do with the fencing that's going in. The reason I'm here is because in Livonia Hills, it's been recognized by the City back in 1955 that there is an association that has been put in. And as far as I have [inaudible], one of the reasons that we had the association that began 1955, it was because they got shared goals and property values and the unity of the sub were all the homes. Everyone is different, but everybody basically has the same idea as far as the openness, the trees, and the landscaping. People don't particularly like to be told what they can do on their property, and I can understand it, but they also have to take in consideration the unity of what their ideas are and how it affects the rest of the neighborhood. We have a very small sub of only about 28 homes through there. This has always had an open feel. It has a nice charm. A lot of large pole trees. I've been in that sub for 43 years, so I've seen the smaller trees grow up and I've seen the larger trees die out. It's unfortunate that we have this problem. Sorry. We have never had any issues in all the years that I have lived there with any of the neighbors or any disputes that are going on. But the thing is, everybody has had that open feeling. We don't have sidewalks, we don't have street lights. People are able to walk through the streets by themselves. So I understand, and there's many neighbors that are disturbed as far as the fencing that's been going up. It's more of a stockade type fence, and it really doesn't really meld with the rest of the subdivision. I have a landscaping business, and I don't understand why somebody would lock up the properties the way they have, and also having a chain-link fence that has dissipated over the years, I'm quite sure that having a wooden fence is going to have even more issues and have to be repaired, or it is going to have to be replaced, which is also going to be an issue for whoever ends up putting up the fence. I can't speak for a lot of the neighbors, because I hadn't gone around to talk with everyone. I had headed up this association many, many years ago. I am supposed to be informed by the City about problems that they have within our subdivision, which I have not ever in the last few years, been notified about issues that have come up, whether it is on Eight Mile Road or just the ditch along my road, or anything that's in or felt. So I'd appreciate being able to know or have somebody notify me when there is problems that are going on, so I can talk to the other neighbors and see how they are. I have, I've been recognized by the City for many, many years, and for some reason the last few years, I haven't been notified with the City about anything. It's been mostly through the Inspection Department, where I've had to deliver letters stating my position with the sub, and I haven't heard from them. So I just want you to know that there is, there's information that's out there on our subdivision that talks, indirectly talks about the fencing that's allowed in our subdivision. Permits. People have gotten permits to have the fencing put in, but none of the neighbors have been notified. So this is a problem that's not very serious. But the thing is, it's things that the other neighbors know what's going on and what they can do with their property. That's all.

COPPOLA Just, if you wouldn't mind a quick question for you. You keep referencing the association. You have a deeded association in the subdivision?

GASTON I have all the people who were going back to 1955.

COPPOLA I understand that, but is it a deeded association, or is it just an informal association?

GASTON It is. It's what I had been told. It's classified as Livonia Hills Association. It's not a homeowners association. There's no dues, there's no officers. It was just for information of things that were going on within the subdivision.

COPPOLA So it would be more of an informal association than a deeded association that actually has....

GASTON We were supposed to be registered, and I don't know what happened so far, the Inspection Department doesn't have any record of us. But a couple years ago, we had to request a grant to have the pillars outside our subdivision replaced. Now, whoever I spoke with as far as giving me the grant, they knew that I headed up the association, so I don't know where the paperwork and responsibilities lie. It's hard. Who has the paperwork to our association.

COPPOLA Okay, thank you.

MYSLIWIEC My name is Joe Mysliwiec. I live at 20464 Meadowview Street, kitty corner from where the so-called fence is there. I've listened here now for 60 minutes. It's not an amicable situation with neighbors against neighbors, and the very basis of it is a permit wasn't taken, a fence was put up. Agreements between neighbors weren't made, and neighbors have a right to enjoy their property, and there should have been an agreement, there should have been a permit. And all I can say is, if I was doing it, I would talk to my neighbors. If I'm putting a fence on both sides, I would talk to them. I'd even ask them, "Would you want to contribute to it? Would you want to help me design it? Would you want me to help? Want me to help you to pay for it?" But in this case, things didn't happen that way. And so you folks have a tough decision to make, but I looked at sitting here for 50 minutes. I looked at the lot lines. The fence isn't on the lot lines. Was there a survey? Were there documents? Survey documents, the fact that a permit wasn't requested properly. The permit was, what, was two months after the fence was up, the permit was issued. Those are all problems that leave the situation not in the Petitioner's favor. And I'm sorry, I put up a shed on my property. I put up an addition on my property, and I made sure I had permits. I made sure I had inspections. And I have to give credit to the Inspection Department, because when I was general contracting an addition to my house, 27 or 30 years ago, they pointed out things that my contractors were doing to save me and make the contractors do it. It worked out. When I put up the shed about 20 years ago, I went and got the permits I had to base the rat wall and the concrete slab put up. I had the shed inspected, but I

followed procedures. I knew I was going to be causing a problem with my neighbors. Looking where it's going to be. I chose a place where it would not harm anybody. I drew a drawing, took it to the Inspection Department, had it approved, then I showed it to my neighbors. They had no problem with it. But we have to be neighborly. We have to look at people's rights, but the neighbors that can't agree, I think it just goes back to the fact things weren't done the right way, and it should be corrected, and even if it's at some cost, it has to be corrected, simple as that. Thank you very much.

JESUS JIMENEZ Is it possible to add one point, just one point? I'm sorry, I didn't want to interrupt.

DOUG STROHMER You can go ahead and talk, that's fine.

COPPOLA But first you'll give your name and address, but just for the record so it captures it.

JESUS JIMENEZ Okay, I'm sorry to interrupt, Doug. I seriously am. Again, my name is Jesus Jimenez, 38560 Morningstar. I truly do not believe that Dave started this project maliciously or sneaky or anything like that. He said before him and Doug talked about putting up the fence, and that Doug was giving him the agreement, the fact that Doug gave him a quote, knew that he was trying to put up that project. Okay? Doug was going to take the job to put up this very fence that he's complaining about. I think the reason the permit was not pulled in the beginning, because they agreed upon it, with a verbal handshake and said, "Yeah, as neighbors, we can work through this. You want a fence? I'll give you a quote. You like my quote? I'll put it up." Somewhere along the lines, they didn't like it, which is why the permit had to go be pulled afterwards. David pulled that permit to try and satisfy the City. He also removed the chain-link fence. He also paid to have the survey. He also paid to relocate 74 feet of the fence going to the east, I believe. He tried to work with his neighbor. I don't think he maliciously went to sneak behind anybody's back and say, "Oh, I'm gonna put this fence up before somebody catches me." I don't think that's the case at all. I'm sorry. I just want to say that one point.

COPPOLA All right, Mr. Strohmer, you're on.

DOUG STROHMER Good evening. Thank you for the opportunity to speak today.

COPPOLA Just real quick, name and address.

DOUG STROHMER Yes, sir. Doug Strohmer, 20535 Meadowview Street. I live just directly to the north of Dave. I didn't want to be here. This is not something that was anywhere in my purview with Dave. Dave and I-- I used to cut Dave's grass in 2014, so he's been there at least since 2014. I mean, I've done a lot of work for Dave over the years. I've taken care of his pool when he went on vacation. I've helped him with a lot of projects around his house. A couple things real quick. I had a bunch of notes, but they don't even matter, really, from what I'm

hearing. Some of the aesthetics of Livonia.... So I've been a part of Livonia since the late 1970s. My dad and my uncle owned a gas station next to Corsi's. I used to pump gas. And my wife was raised here in Livonia, and went to the Livonia schools and graduated in Livonia. So, you know, we got a history in Livonia. We bought our house about 16 years ago. When we moved into the neighborhood, we moved in because [of] the woods, all the trees, and the open spaces. We had looked for over a year for a house, and that was one of the things we wanted. We wanted that neighborhood, open, togetherness, feel. And we got that. I mean, the McIntoshes came down across with apple pie, Mr. Petrovsky came down riding around 80 years old on his bicycle, came over and always with a big smile, and always had a good conversation. Mysliwiec, the Gastons. I mean, we had barbecues. Dave's been over. We've shared barbecue. So this is definitely not where I want to be today. It's not a great place. However, there's encumbrances that are happening here. And Dave and I did talk about, he wanted to... the fence needed some repairs. Okay, David didn't do anything to the fence for the whole time he had been there. Last summer, he decided to start doing some changes in his yard because he was retired, and we talked about a fence. Now, I've contracted fence. I put up fences in the city of Livonia. Had the Inspection Department come out, check the hole, check the property line, and we submitted plans. I mean, that's how we did it. When I installed fences, and I've done a couple of them in the city of Livonia. My wife and I talked about the fence, and the chain-link fence was there when I moved in, and there was trees. And when the Matthews lived there, Roger and then Lou Matthews lived there before Dave, they had to pull them too, and the trees were giving them privacy. It was a beautiful look from in our backyard. When you looked out in our backyard, it was all trees, and so Dave cut all that down. And when we talked about the fence, we said what we would agree to was a four-foot vinyl fence with a two-foot lattice, so that it had no maintenance, and so it looked nice and it didn't make it feel like a stockade. And what he put up was a stockade fence, and we didn't get any feedback on that. When I told him about... I told him it would be about 20 grand to put up the backyard fence in vinyl, three gates, materials, and labor. He said, "That's not in my budget. I can't do it." That was the last discussion we had about that. We never talked about that again. I've been very busy with work. I was coming home after dark, and a couple days before Dave was putting up the fence, he said, "I'm putting up a fence." I didn't have a choice. So when the fence went up and went down their whole side. And now all of a sudden I'm in a stockade. That was the only part of it. My wife was very upset, because from what she was used to in our backyard, it changed dramatically. And so she was very upset. And I was upset too for a couple reasons: one, the maintenance on that fence and the fact that the fence got put up without any agreement. I just didn't. He was [encroaching] on my property. The second thing that caught my attention right away was now my gate didn't close. We've had dogs since we moved in. We've had four different dogs, so the barking, the dog's trying to play, okay? Up and down the fence. I don't.... The first time I heard about a bite, is there a police report? I mean, really!

COPPOLA

Stay with the topic.

DOUG STROHMER

Okay, and I'm trying not to be emotional, but I'm trying to stick to the facts. So Dave didn't get a survey, and he didn't want to pay for the survey after the fact. And I actually gave him a couple names, and he found somebody to get a survey done. The

fence was a foot over on my property. Okay? There's pictures of it. He moved it 18 inches over, just the first part. So the part that goes from off of his house to the corner, and then it goes west to the telephone pole. So he moved that part on our property line over 18 inches. Okay? And I don't think the Inspection Department came back and looked at anything. He just... he moved part of it, and he stopped. And I kept calling Dave. I'm like, "Dave, Dave!" He never would pick up. I tried to text him. He wouldn't respond about the rest of the fence, because we had agreed that it was going to be chain-link, and he decided, after talking to some of the neighbors, that he had some right to encumber upon my property. The fence that's up from the telephone pole going west back to the corner is still on my property. Even before the chain-link was up, Dave would come to me and we talked on his porch. He said, "What can we do to resolve this?" I said, "Dave." I said, "tell you what." I said, "The wooden fence was always there from the telephone pole in the corner to your house." I said, "That's fine, but get it off my property." And the only way to make sure it was off my property was to get a survey, which he did. But the rest of it needs to go back to chain-link fence. And he agreed to that. That chain link goes 72 feet and it goes another 72 feet back. There's over 140 feet of my fence line that's chain-link. And there that chain-link was not falling down or falling apart, because if it would have my dog, would have got away and escaped, and that never happened. Now, the fence that was erected, so my gate is broken, okay? So my gate is broken on the side where it hinges, because of him messing around with it, or whoever was messing around. I don't know who the contractor was, but that gate is not right, and there's a gap like this that wasn't there before on the gate. And then the back corner, where it goes west from the telephone pole to the property line, where they took down the other neighbor's chain-link going the other way. There's a gap, same gap, which was never there before. We had puppies. We've had our dogs since they were 10 weeks old. Our yard was puppy proof. It's not that way anymore. So I don't know what else I can say about this, except I just wish I wasn't here. But you know, it's not acceptable, what with that stockade fence back there. It's not what we want. The subdivision is supposed to be open spaces, you know what I mean, and that's what Livonia has been to me. And so this changes the feel of the entire subdivision. So, yeah, well, that is true. So my wife just mentioned, so in our subdivision, there are a couple of fences up, the private, wood, but they're only partial fences, and they're all shadowboxes. Shadowbox is what was up before. With the shadow box you don't have one size bigger than the other. They're both about the same. So that kind of would have been nice too, but that didn't happen.

COPPOLA Okay. Couple questions for you.

DOUG STROHMER Yes, sir.

COPPOLA You would. So the fence, there was a six foot privacy fence where you're calling that the shadowbox, right? That was a six foot.

DOUG STROHMER I think it was five foot. I don't think it was six foot.

COPPOLA It was only five foot.

DOUG STROHMER Yep.

COPPOLA Okay.

DOUG STROHMER I could be mistaken.

COPPOLA Is that there? Did you put that up, or was that...?

DOUG STROHMER It was there when Matthews was there.

COPPOLA The Matthews were who you bought the house from?

DOUG STROHMER No, that was who Dave bought the house from.

COPPOLA So the question again, was the fence there when you moved here?

DOUG STROHMER Yes, sir.

COPPOLA Okay, so it's a pretty old fence.

DOUG STROHMER Yeah.

COPPOLA For wood. Wood doesn't tend to last. I'm just trying to remember if there was a picture.

TESTA There is.

COPPOLA [Inaudible] fence. Okay, where's the gate that you're saying was damaged? Where is that gate?

DOUG STROHMER So it's off the back corner of my house, which would be the south. So it's west corner of the house.

COPPOLA West corner, runs right off the back corner of your house. Okay, so now you're saying there's a gap.

DOUG STROHMER It's not that big, it's about this big.

COPPOLA But so when he moved it back onto his property line, now, there's a gap. Was there a gap before?

DOUG STROHMER No, there was no gap before. And also....

COPPOLA How's their gap now? He moved it back to his property line, and so then, how's there a gap now, if there wasn't a gap before?

DOUG STROHMER Because the fence was apparently over the property line.

COPPOLA The original fence?

DOUG STROHMER Yep, because there was a survey done, and that clearly was over. And, not only when--

COPPOLA When you bought your house, though. Back then you had to have a survey. Correct?

DOUG STROHMER Yeah, you had to have a mortgage survey.

COPPOLA Right? Wouldn't that survey have shown that the fence was on your property?

DOUG STROHMER I don't recall. To be honest, I don't recall.

COPPOLA You never had an issue with that fence being on your property up until he replaced the fence.

DOUG STROHMER Well, because he, not only did he replace it, if he would put it exactly where it was, my fence would have been closed. Would have closed, but it actually came further out of my property, and the gate wouldn't close. He tried to fix it a couple times because he knew it was wrong.

COPPOLA So there wasn't... so when the gate, it swings towards the fence, then...

DOUG STROHMER It goes [inaudible].

COPPOLA But the opening is against the fence.

DOUG STROHMER Correct.

COPPOLA The fence was replaced. You're saying because it was closer, it wouldn't go all the way closed. And then when he moved it onto his property, now there's a gap, but there's a gap because he moved it onto his property like you asked.

DOUG STROHMER The context was, they put in a little piece of chain-link. So now there's the wood fence, two poles, a little piece of chain-link, and my fence closes on that little piece of chain-link.

COPPOLA And that gate is a chain-link?

DOUG STROHMER Yes.

COPPOLA Okay, all right, when you were discussing this project with him, was there ever any discussion or mention of a permit being needed?

DOUG STROHMER We never got that far.

COPPOLA So you never mentioned to him that, "I got to pull a permit," or...?

DOUG STROHMER We never got that far.

COPPOLA Okay. So your position, just want to make sure that it's clear, because I appreciate everything that you said. Your position is, at this point, that there's no compromise, there's no change. You want the chain-link fence put back.

DOUG STROHMER I do, but I want to make sure that it's over on his.... It can't be on.... It needs to go back where it was. If he wants to put chain-link fence back, put it back where it was. But right now, the wood fence is over further than where the chain-link was.

COPPOLA So you're willing to have it with the chain-link back, but it's going to be on your property. Because you said right now that... you said the fence was, when it was installed, it was on your property.

DOUG STROHMER If that's the case, based on the survey I want.... He's got to take down the wood fence and put the chain-link up. It needs to go on the property.

COPPOLA Okay.

DOUG STROHMER I mean, it does. So I pay taxes. Dave pays taxes, right? So why would I give him my property? Why would he give, you know, vice versa? I don't want to give up any of my property. I pay taxes. He pays taxes.

COPPOLA I wasn't suggesting--

DOUG STROHMER No, I'm just saying no. But you know, it should just be on. You know that the part I'm good with the front part being wood, but he needs to put the chain-link.

COPPOLA Well, the front part was wood.

DOUG STROHMER And that's fine, and I told him that.

COPPOLA Anybody else have any questions?

BARINGHAUS Yes, I do, Mr. Chairman.

COPPOLA Vice Chair Baringhaus.

BARINGHAUS Okay, earlier, there was mention of the Livonia Hills Association. Are you familiar with that organization?

DOUG STROHMER I am.

BARINGHAUS Okay, when you're having problems with the Petitioner, did you consult that association to get them involved and enforce the guidelines of that association and that group?

DOUG STROHMER So I was not aware of the fact that we were going to be here today on this. I thought the enforcement was taking care of what him and I agreed upon. So no, the answer is no.

BARINGHAUS No. Okay. Do you have published rules on what can and can't be done in your neighborhood?

DOUG STROHMER Yeah, there's building restrictions as contained in Liber 13624, page 258, register number E322731, recorded March 18, 1958, now it also says it there. So it's one through 11, "Develop a state of restrictions, covenants, and conditions and agreements set forth in the foregoing paragraphs shall continue in full force and effect for a period of 35 years." And then it says, "After that date recording of this agreement, after which state set restrictions, covenants, conditions and agreements shall be automatically extended for successive periods and agreements and shall be automatically extended for successive periods of 10 years. Provided, however, that said restrictions, covenants, conditions, and agreements may be changed, modified, or amended at any time by recorded instruments signed by the holders of title to at least two-thirds of the lots in the said subdivision." So to me that says, with deed goes these covenants.

BARINGHAUS Were there any direct references to the installation of privacy fences?
[Inaudible]

DOUG STROHMER I believe there is in sections one through 11. So I think it's in....

BARINGHAUS So basically, there's nothing readily apparent in these agreements?

GASTON It calls for open lots.

BARINGHAUS An open lot?

GASTON Yes.

BARINGHAUS Okay. Thank you.

COPPOLA No. I mean, I'd like it to be a specific reference.

BARINGHAUS Yeah, that's what I was looking at.

COPPOLA I would suggest, if it's saying open lots, then there shouldn't be any fences.

DOUG STROHMER Well, I guess that's open to interpretation by the ordinance based on what is the intent. So what's the intent of the ordinance? I mean, what is the intent?

COPPOLA The ordinance has nothing to do with it. An association, and correct me if I'm wrong, Mr. Fisher, generally, the association bylaws and restrictions override, or at least are in addition to the ordinance. So the ordinance may allow a certain type of fence. But if the association, deeded association, rules say no fence, there's no fence.

FISHER Those rules are not enforced by the City, they would be enforced by the association. But yes, that is a potential answer, or at least maybe another question in this case is, what do the owners of the association rules say, and are they still valid?

DOUG STROHMER I'm not a lawyer, sir.

BARINGHAUS But that's kind of the general direction when this was occurring. I'm curious if you did consider going to your association, getting them involved. You never did, and I was wondering why you never considered that option.

GASTON He did when he wanted to find out.

[Inaudible crosstalk]

DOUG STROHMER I did know who the head of the association was, it was Miss Nancy Gaston, and I did reach out to her once this issue came up. I did reach out. Did I do it ahead of time? No, I didn't think it was necessary. I thought Dave and I had come to an agreement.

BARINGHAUS Okay. Great. Thank you.

BOLOVEN Mr. Chair. Question for the neighbor, starts with... Mr. Strohmer?

DOUG STROHMER Yes, sir.

BOLOVEN Couple questions, starting with the dog. What type of dog is it?

DOUG STROHMER It's a borderland mix.

BOLOVEN A borderland mix is not related to any [inaudible]?

DOUG STROHMER No, sir.

BOLOVEN I want to go back to the timeline of this, because I heard you, your testimony, your statement versus what the Petitioner stated. You guys spoke about this that summer, about replacing the whole line of fence. Did you guys come to an agreement to a four-foot vinyl with two-foot lattice?

DOUG STROHMER No.

BOLOVEN What's wrong with that statement that I just said?

DOUG STROHMER Did we come to an agreement on a four-foot vinyl with a two-foot lattice?

BOLOVEN Yes.

DOUG STROHMER He said no because he couldn't afford it.

BOLOVEN [Inaudible] back, you would have been okay with that down the line, the four-foot vinyl with the two-foot lattice?

DOUG STROHMER I would have.

BOLOVEN Okay. Fast forward....

DOUG STROHMER Because the maintenance, no maintenance.

BOLOVEN I understand. Fast forward. You have a fence that pops up. You file the complaint, the City inspects, and you try to come to some agreement. What was your understanding of the agreement?

DOUG STROHMER He could move the fence off my property, get a survey.

BOLOVEN Which fence? So let's start there.

DOUG STROHMER The front part that goes from his house to the corner, and from the corner west of the telephone pole. It wasn't clear that it was on my property, but based on a few different assumptions it was over on my property. The only way to clarify that was to get a survey. Once that was clarified, move the fence. We agreed to that. He was going to get a survey, move the wooden part of the fence. The second part was that he would put the chain-link back, because we did not want that high-maintenance wood fence that makes our backyard look like a stockade. We didn't want that.

BOLOVEN So your assumption was that your agreement was he was going to take the -- I'm going to separate the two -- I'm gonna say the chain-link and the wood, which the wood is the old privacy. Your assumption was, he was going to move the entire fence, wood and chain-link, back more into his property.

DOUG STROHMER Yes, sir.

BOLOVEN You had stated, when the survey was done that the original fence was on your property. Is that true?

DOUG STROHMER It was an assumption, because I don't know what it said. I'm here answering a question. I've only assumed that that's true.

BOLOVEN Do you believe that the wood fence, which was the old fence, is that more on your property line, less on your property line, or is it in the same place? Where it is currently now, since it was replaced.

DOUG STROHMER So it was replaced, but then was moved. So.

BOLOVEN I understand.

DOUG STROHMER Okay.

BOLOVEN What I'm asking is: the current location of the wood fence, that first part of the fence....

DOUG STROHMER Yup.

BOLOVEN Is that in the same place as the old wood fence? Is that more in your property line, or is that less in your property line?

DOUG STROHMER Less.

BOLOVEN So it's moved back closer to....

DOUG STROHMER To Dave's house.

BOLOVEN The Petitioner's house, and where's the gap coming?

DOUG STROHMER So one guy tried to fix the gate, and they put in two posts with a little piece of chain-link. The post wasn't close enough to the gate, so it just barely, it barely hooks the post. So now there's a gap.

BOLOVEN So if he moves closer to his property line, is it going to create a bigger gap?

DOUG STROHMER If he moves closer to....

BOLOVEN You're saying that—

DOUG STROHMER No, because that's already gone. So that's not the chain-link part. That's at the wood part.

BOLOVEN I'm separating out the two. You're asking him to move the entire fence onto his property line. Is that correct?

DOUG STROHMER Yep.

BOLOVEN Okay, so then we got the wood, we have the chain-link. Let's focus on the wood. That's the replaced part. He moved it more. It was already on your property line. He moved it back closer to his but he's still on your property. You want him to move that all the way on his property? One of your biggest concerns is this gap?

DOUG STROHMER It's not my biggest concern. It's not. I just wanted to point it out.

BOLOVEN Isn't the gap going to increase, though, the more he moves it back to his property line?

DOUG STROHMER He doesn't even move it anymore. It's already been moved.

BOLOVEN I'm missing something here. Let me ask again. Do you think that the wood fence where it is right now, does anything need to change with that fence? Just the replaced part. Is there anything that has to change there?

DOUG STROHMER So the part from the telephone pole to the east to the corner of the house, is fine.

BOLOVEN That's fine.

DOUG STROHMER Except for it goes like this.

BOLOVEN What do you mean, it goes like that?

DOUG STROHMER It's not put in straight. It's not straight. It's not put in right. It's really not. I put in a lot of fences.

BOLOVEN Okay.

DOUG STROHMER It's not straight.

BOLOVEN Taking that aside, the property line. There is no property line issue with that first part?

DOUG STROHMER No.

BOLOVEN Is that where the gate is? Is that where you had the issue? So that's resolved. That's done.

DOUG STROHMER Except my gate's broke.

BOLOVEN Okay. Property line issue is done. Gate's broke, but property line issue's done, gap issue's done, I'm not... correct?

DOUG STROHMER Yes, sir.

BOLOVEN Going to the chain-link side. You mentioned shadowbox. You mentioned that you would have been okay with the shadowbox. What was that shadowbox for? That type of fencing. What were you okay with shadowbox?

DOUG STROHMER I like the look of it and it's what was there before. So basically you'd be replacing what was there before.

BOLOVEN So would you be okay if it was shadowbox all the way down?

DOUG STROHMER No.

BOLOVEN Were you okay with shadowbox? Where on the property line did you want shadowbox?

DOUG STROHMER It's a moot point now. It would have been nice to have the shadowbox. He's got the wood fence up. I'm not asking him to change it to shadow. He can keep that part of the fence. It was wood before. It was not that wood. Okay, the shadowbox would've been nice. Would've been better with the neighborhood, because it just doesn't go. But the rest of it gotta go.

BOLOVEN So you just wanted shadowbox in the first place.

DOUG STROHMER I would have liked vinyl, but I wasn't paying for it. It was not my choice.

BOLOVEN You would have done vinyl all the way through.

DOUG STROHMER I probably would have.

BOLOVEN You would have done vinyl all the way through.

DOUG STROHMER I wasn't paying for it. I wasn't the one who was trying to change the fence. I was fine with the fence. He was the one that wanted to change the fence.

BOLOVEN Thank you, Mr. Chair.

TESTA Mr. Chair. Question for the neighbor. So thank you for speaking. It's good to hear both sides. I wanted to follow up on the vinyl fence. Part of your comment was you moved into the subdivision for the open views. You talked about the trees that were once there and they were removed, you said. Did the neighbor talk to you about that before they were removed, or they just took them down?

DOUG STROHMER I don't know the timeline of that, but once the tree-- and I don't even understand why you would... it was nuts. The trees were nice. It could have been maintained, and there was privacy, full privacy, except in the wintertime, but so is the rest of the neighborhood.

TESTA Okay. The word you used before, I guess I'll use it again for privacy.

DOUG STROHMER He's the one that's like, he's worried about me looking over his fence into his pool, that's what I heard.

TESTA Right, right. But you're also saying you want an open view. Those two things conflict. If you're saying those trees are creating privacy, you didn't have an open view before, right?

DOUG STROHMER But it was natural.

TESTA Okay, fair point. Regarding the vinyl fence that you would have been okay with. Why was that okay if you want to be open to view?

DOUG STROHMER I was trying to be a good neighbor.

TESTA Okay. Thank you. And then last question regarding the Jimenez family. They also spoke. They're looking to put in a fence as well. [Inaudible] fence. Have they approached you about that yet?

DOUG STROHMER So... I guess the answer. So I was at work one day. Now, Mr. I don't even know the man's name that spoke with his two children, but I was at work and he came knocking on the door. I wasn't home, it was dark. There was no car out front. So in our neighborhood, we usually know when somebody's in the neighborhood because we can see a car, because we don't have sidewalks. People aren't walking through. It's not a through street. It's a closed subdivision. My wife got scared. She called me at work. She called the neighbor across the street because we didn't know who was at the front door. She wasn't going to open it because I wasn't there. Nobody was there. She didn't know who was at the door. When I got home, my wife said he walked-- the neighbor across the street. She called the neighbor across the street. He was looking out the window. He said he saw a person walking across Dave's lawn that way. So I called Dave, and I said, "Dave, somebody was walking across your lawn. Carol Ann was scared. Did you see who it was?" He said, "No, but it could have been the other neighbor coming over to talk about the fence." I said, "Okay." So I went around to the other neighbor, next to Dave, and approached him, knocked on his door, and we had a conversation. That was the first time I met the man, and he was telling me at that time that I was a bad neighbor. I was causing problems, and the issue wasn't with him and I, the issue was with the property line between Dave and I. I had nothing to do with whatever was going on on that side of the fence, but he did mention that he wanted to continue the wood fence the rest of the way. That was his intent was to make sure that I wasn't going to give him problems.

TESTA Okay, so I assume you're not going to be in favor of him continuing that wood fence.

DOUG STROHMER At this point? No.

TESTA And even if we judge tonight that that fence can stay, are you still going to be against your other neighbor?

DOUG STROHMER I don't want that wood fence either.

TESTA Thank you.

COPPOLA Any other questions? You may have a seat, thank you.

DAVE STROHMER Thank you, sir.

COPPOLA Somebody else would like to speak for or against the petition?

CAROL ANN STROHMER I am Carol Ann Strohmer, I live at 20535 Meadowview Street, Livonia, 48152, and you were asking about, was he okay with the vinyl fence. The vinyl fence that had four-foot vinyl and then had lattice on top, which they did not want. So, no, I'm not okay with the top, just all vinyl. That's it.

COPPOLA Okay, thank you. Anyone else?

[UNKNOWN SPEAKER] Could I make one last comment?

COPPOLA I'm sorry. I apologize. We gotta keep things moving on.

[UNKNOWN SPEAKER] All right, go ahead.

COPPOLA Yeah, please. We've got correspondence?

KLISZ Yes, we have one letter, a letter of approval.

COPPOLA All right, hold on a second. Hold on. Did you...?

BARINGHAUS Yeah. Just go right to the....

HOUSE May I say something?

BARINGHAUS Go to the podium, please.

HOUSE Hi. I'm Monica House. I would like to add something.

COPPOLA I need your address also.

HOUSE With Dave.

COPPOLA Okay.

HOUSE So for me, I like the privacy fence. That's what I like. One time, I know I love dogs, but the dogs killed me. I was cleaning my fence, my flowers. I thought it's gonna attack me, and I almost fell on my back, because I know it's the fence, right there. Chain-link is there, but I'm still scared. I know I love dogs, but I like the privacy fence. That's it.

COPPOLA All right, thank you.

KLISZ And one letter of approval. Donald Landess, L-A-N-D-E-S-S, 38640 Morningstar (letter of approval was read).

COPPOLA All right. Thank you. All right, Mr. Bozyk, would you like to have a closing statement? You need to step up to the podium.

BOZYK Just a couple things. First, I know it's minor, but he had mentioned the gate that we fixed or moved, per se. Actually, I have a picture of it. I mean, if that helps at all, if you guys want to see a picture of what we did, but we actually added almost six inches, seven inches onto my property line. And that definitely-- we moved that fence a substantial amount onto my property line, that he had asked us to move after the survey. Now, as for where the chain-link was before, he had actually argued, when we're putting in where the gate was. He's like, "Hey, you're on my property line." So when we put in the remainder of the fence in question, where the chain-link used to be, we actually had put the fence in and then taken out the chain-link, so we had moved it already substantially even more on our property line. And when we got the survey done, that surveyor said, from the telephone pole back to the end was not on his property line. It was only on the property line from the telephone pole to his gate, where he had mentioned was in question, but the remainder where it is right now, it is not on his property line, and that survey should show that it's at the zero mark at the telephone pole. So it's not. That's all.

COPPOLA Anything else?

BOZYK Nope.

COPPOLA Okay, thank you very much. You can have a seat. I'm going to close the—

STIERNA Mr. Chair?

COPPOLA Yes?

STIERNA Briefly, question came to me from the side regarding HOA approvals, part of the neighbor agreement requests, if there is an HOA in place that requires approvals, and they are supposed to supply that to us if there is an HOA.

COPPOLA So the Petitioner is supposed to....

STIERNA Correct.

COPPOLA Correct, so that's not something that you'll chase down. This doesn't seem like an HOA. It seems like there's more, like a deed....

STIERNA Yeah, the deed restrictions are handled a little differently, but for the purposes of HOAs, we do ask that they voluntarily give us information.

BARINGHAUS Mr. Chairman? Just a question for Mr. Stierna. Was that permission provided to you at the time of the permit?

STIERNA I would say it would have been, but I would have to double check the application. I'll take a look. I'll have your answer at the moment.

BARINGHAUS And then going back to an earlier statement in the meeting regarding the permit. The permit was for a combination of wood and chain-link fence?

STIERNA Correct.

BARINGHAUS As described on the site plan?

STIERNA As described on the site plan, and as written in the application.

BARINGHAUS Okay, very good. Thank you.

BOLOVEN Mr. Chair?

COPPOLA Mr. Boloven.

BOLOVEN Sorry, a question for Mr. Stierna, real quick on that point. I thought the City's position was on the fence if there was a deed restriction or HOA restriction, that's a contractual issue between the homeowners association and the resident, that it wouldn't stop Inspection from issuing the permit. Is that a true statement?

STIERNA That is a true statement, we do still request that they voluntarily provide that information.

BOLOVEN So even if they would have voluntarily told you the HOA hasn't approved it, would that have stopped the issue?

STIERNA We would have stopped it if they said the HOA has not-- if they said there's an HOA in effect with restrictions and has not been approved, then we will stop the permit.

BARINGHAUS Excuse me, Mr. Chairman, but you will grant a permit without the HOA permission?

STIERNA No.

COPPOLA They will if they don't have knowledge.

BARINGHAUS Knowledge.

STIERNA Yes, correct. Often, what we'll see is the "no association" checked off.

TESTA Sorry to add to this, but in this case, since it would have been a replacement, would you maybe neglect that because you would assume they already had permission, already fenced in?

STIERNA It's changing the nature of the fence from the privacy or, excuse me, from the chain-link to a privacy.

TESTA Yes.

STIERNA At least on the one neighbor's side. So no, we would have still looked.

TESTA If it was from chain-link to chain-link you probably would have...?

STIERNA Probably not, no. Particularly since there's a pool involved and there are code requirements there.

TESTA Fair point. Thank you.

COPPOLA Anything else? I'm going to close the public portion of the case. I will start the Board's comments with Mr. Testa.

TESTA I knew that. You don't want to start with our new Board member?

COPPOLA I do not want to do that to the new Board member.

BARINGHAUS Next meeting.

[Laughter]

TESTA Okay, yeah, I'm really at a loss on this one. I don't mean to make light of it. It seems like a Judge Judy episode. This is probably the toughest case I've ever heard. I'm torn, disappointed. I wish we weren't here, and I think everyone feels that way. I'm still troubled with how we got here. Looks like maybe a perfect storm. I would want to say, try to table and see if you guys can work it out. Obviously, I don't think that's going to happen based on comments here tonight and the history of everything. I do want to thank the Jimenez family for coming out and the young lady who read the letter. Great job. That letter swayed me quite a bit. It kind of reinforced a lot of what the Petitioner was saying, the struggles with communication with the neighbor. I don't like to reward people who [have] done the crime without a permit, but in this case, I think I somewhat understand how we got to that spot. So maybe, maybe that point is going to be overlooked. One other case maybe I was not so willing to overlook. I'm going to be interested where other Board members' comments go, but right now I'm torn, but I think I'm

going to side with the Petitioner on this, simply because the comments from his neighbor collaborating the situation, and I think it was a breakdown of communication, and that the neighbor originally was going to be fine with this, and when he decided not to build the fence, things deteriorated.

COPPOLA Thank you. Mr. Boloven.

BOLOVEN Thank you, Mr. Chair. It's unfortunate. It seems like your guys' community, and even your relationship as neighbors, over the last 11 years, you had a good one, and this has drawn a division, no pun intended, with the fence. I'm actually divided here. But the standing policy of this Board and the City has been not to force people to have fences, and it's the hard part about this case. But you got mixing views from neighbors. You got neighbors that are in support of it. You got neighbors that are against it. What it comes down to, and that's why the City has that form, is the direct neighbor, and if he doesn't want it, unless there was some egregious situation which isn't occurring here. In fact, you can't force people to have fences. And he had the cyclone fence. He has a right to have that cyclone fence. He can't be forced, in my opinion, to have a privacy fence put upon him. As such, here I would deny the petition. Thank you.

COPPOLA Thank you. Mr. Rotondo.

ROTONDO Yeah, thank you. Obviously, there's a lot here. Thank you, everyone who commented on the situation. We had a lot of participation, so I appreciate everyone for coming out. There's a lot to unpack here, and when it comes down to it, I think at the end of the day, it was the agreement with the neighbor that [they'd done] the permit's submission with the plans that then changed when the installation happened. So I don't know that I can be in support of this. I don't know if there's enough here for us to issue a variance with this. I hope that the two neighbors can get things worked out and come to some kind of an agreement with the situation. Thank you.

COPPOLA Thank you. Secretary, Klisz.

KLISZ I agree with Mr. Boloven. Unfortunately, and it is... I paid a lot of attention, listened to everyone very carefully, and it's a tough case, but that is the problem. Once the neighbor comes and says, "I didn't approve of this, I'm objecting to it," and our tradition is to not force a neighbor to have a fence that they don't want. So I get all the hardship. I get all the cost, but the end of the day, whether it came to us as [an] appeal without a permit or not, I think doesn't really make a difference, unfortunately, so I will be against this tonight.

COPPOLA Thank you. Vice Chair Baringhaus.

BARINGHAUS Thank you. Yeah, again, it's unfortunate. It's been a very long story, but I guess the point you have to go back to is the point where the permit was drawn based on the

fact there would be a combination of wood fence and chain-link fence, and that was communicated to the neighbors in order to get approval for that variance to be granted by the City itself, and then to have a change of heart after the fact, and stay with the actual wood fence. Not a lot of clear communication on the specifications of the fence. One neighbor was left with the impression it was going to be vinyl with a combination of lattice and wood. That never happened. And other neighbors have the impression nobody wants privacy fences in the neighborhood, that it's a wide-open space. Well, there really isn't, because now you have a stockade fence in your neighborhood. Actually, you have several other fences as well. So I'd say, in terms of neighborhood, probably a nice step, and maybe a lesson from tonight is you need to band together and get a deeded association with firm guidelines, especially with fences. My association, we deal with this internally. We don't wait for the City to send us a letter and say, "There's a problem in the neighborhood," we deal with it directly. I find it amazing that the Petitioner has lived in the neighborhood, maybe since 2014. Never consulted the association in terms of the guidelines. I didn't hear that tonight. Did the Petitioner actually research the ordinances for the City prior to building this fence? Probably should have asked that question. We didn't. But apparently, from the conversation, it didn't happen as well. So based on that, I will not be in support of the variance tonight. Thank you.

COPPOLA

All right, thank you. Mr. Meagher.

MEAGHER

Thank you, Mr. Chair. I really do appreciate the voices here tonight, hearing both sides, especially from neighbors and others in the community. I think that Livonia has a long-standing tradition of neighbors having a right to privacy, but I also understand neighbors having the right to move into a neighborhood that is open. That's something that my wife and I looked at when we were looking to purchase a house. At this point, I can't side with the Petitioner.

COPPOLA

All right, thank you. I'm also not going to support the variance. I think it starts with a pretty unfortunate error on the Petitioner's part. I don't think it's... sitting here and pointing fingers and such, but it was an important error. If you had gone to the City and asked for a permit for what you have done, if you would have been at that time advised you needed the, in order to get a permit, you go to your neighbors. Basically, they sign off on a form of approval, and that would have precluded you from unfortunately spending all the money that you have spent. Important lesson is, any major changes you make to your property, you should always at least call the Building Department and ask whether a permit is required. So that's unfortunate. I think everything else really kind of becomes moot. We do as a Board, I can only think of one instance where we've actually approved a variance for a six-foot privacy fence without neighbor approval, and that was a very extenuating circumstance where the neighbor had significant violations. The backyard was a disaster, and there was just a lot of issues. I don't see that here. And so while I may or may not agree with the neighbor that doesn't want to provide you their approval, that is their prerogative, and that's what the ordinances permit and require. So it's again, I do empathize with you. I feel badly for you. It started with a very critical misstep at the beginning, and it's unfortunate, but we're here where we are today and again, while I wish that the neighbors, all the neighbors, would come to an agreement and be happy,

that unfortunately, that's just not gonna be the outcome tonight. So I'll go ahead and open up the floor for a motion.

BOLOVEN Mr. Chair?

COPPOLA Mr. Boloven.

BOLOVEN Resolved that the variance sought in Appeal Case No. 2024-11-39, filed by David Bozyk, be denied for the following reasons and findings of fact: that the Petitioner has not demonstrated to the Board that a practical difficulty exists, and that due to the direct neighbor's objection to the requested fence and variance. Further, that the denial of this appeal is in the best interest of the City of Livonia.

KLISZ Support.

COPPOLA I have a motion by Mr. Boloven, supported by Secretary Klisz. Generally, we don't have a discussion on this. Only, I would suggest that, because we're kind of in the middle of the winter, we provide the Petitioner some time to remove and replace the fence. So in other words, provide guidance to the Inspection Department, say, give them a certain period of time. I'm hoping for suggestions.

BOLOVEN Can we do that?

COPPOLA I think we can.

KLISZ Sure.

FISHER Sure. That's not unusual.

BOLOVEN January, February, March, April, May....

MEAGHER Six months.

BOLOVEN Three months? Three months, six months?

COPPOLA Six months. I would do six.

BARINGHAUS Yeah.

BOLOVEN Mr. Chair, move to amend my motion to add that the Petitioner has six months to comply with the zoning code.

KLISZ And I agree with this.

FISHER Mr. Chairman, may I just add something? By way of findings of fact so we have a clearer one that the Petitioner did renege [inaudible] DOA [inaudible].

COPPOLA Sorry. Say that again?

FISHER I was saying the Petitioner had, by way of sort of beefing up the findings, the Petitioner did renege on an earlier agreement, which is how we got here.

COPPOLA I might be wrong, but I believe that permit was issued. It was issued after the fence was put in.

BOLOVEN I get what Mr. Fisher is looking for. Let me try to add it into the findings of fact. So: Furthermore, adding to the motion for the reasons and findings of fact that a permit was issued due to an agreement by the Petitioner with the direct neighbor. But that permit was only issued based on an understanding that a wood fence and chain-link fence were going to be constructed, not the all-wood fence that has been left there and constructed by the Petitioner. As such, the direct neighbor objects strenuously to the wood fence being put where the chain fence was. And the denial of this is in the best interests of Livonia.

KLISZ And I continue to support the amended finding.

COPPOLA You can go ahead and take the roll.

KLISZ Sure.

On a motion by Boloven, supported by Klisz, the variance was denied.

RESOLVED: APPEAL CASE NO. 2024-11-39, David Bozyk, 38530 Morningstar: Seeking to maintain a privacy fence erected in conflict with the approved plans, resulting in a privacy fence erected along a common property line without neighbor approval, which is prohibited.

This Low-Density Residential property is located on the north side of Morningstar (38530), between Meadowview and Hickory, Lot. No. 022-01-0009-000, RUF District, Rural Urban Farm, rejected by the Inspection Department under Livonia Code of Ordinance, Section 15.44.090B, Residential District Regulations,

be denied for the following reasons and findings of fact:

1. That the Petitioner has not demonstrated to the Board that a practical difficulty exists,
2. The direct neighbor objects to the fence and the variance,
3. A permit was issued based on an agreement made between the Petitioner and the direct neighbor that the fenced-in area would be fenced in partly by a wood fence and partly by a chain-link fence, but instead an all-wood fence has been left there and additional wood fencing was constructed by the Petitioner where the chain-link fence was supposed to be located, and
4. That denial of this variance is in the best interest of the City of Livonia.

Further, that the variance **be denied** with the following condition:

1. That the 72 feet of contested fence will be removed within 6 (six) months. It may be replaced with the agreed-upon chain-link fence or fencing which would comply with the fence ordinance, also within 6 (six) months.

ROLL CALL VOTE

AYES: Boloven, Klisz, Baringhaus, Meagher, Rotondo, Testa, Coppola

NAYS: None

PASS/FAIL/TABLED: PASS: DENIED

KLISZ Mr. Meagher. Vote aye or nay.

MEAGHER I'm saying...?

COPPOLA So if you're approving, you're approving the denial or denying?

MEAGHER Approving the denial. Aye.

KLISZ Thank you. Mr. Rotondo.

ROTONDO Aye.

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 seven zero.

COPPOLA Mr. Bozyk, your case has been denied. And as such, we have to remove that, what was it, [72]-foot section of the privacy fence. You would not have to actually put a fence in. Well, you would probably because of the pool, but generally wouldn't have to put a fence in. You could put a chain-link fence in. You put another type of non-obscuring four-foot fence, anything else you'd like, or in the six months that we've allowed you to remove it, come up with something else that is agreeable to your neighbor. Again to resolve, while we denied your petition, you could always go forward and ask for a permit if you get the neighbor's approval. So that's open for you, but at this point, you'll have to move that section and then put a conforming fence in that doesn't require your neighbor's approval.

BOZYK So basically, six-foot chain is back.

COPPOLA I believe it was a four-foot chain.

BOZYK All right. Correct. Four-foot chain.

COPPOLA Correct. All right.

TESTA Can we take five minutes?

COPPOLA Five-minute break?

TESTA Yeah.

COPPOLA Okay, take a five-minute break.

The Board recessed for a five-minute break.

ZONING BOARD OF APPEALS

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PUBLIC NOTICE AUGUST 22, 2025

APPEAL CASE NO. 2025-08-26, 18704 Floral Boulevard: an appeal was made to the Zoning Board of Appeals by Robert Jaber, seeking to maintain an illegally erected 6-foot-tall privacy fence, resulting in a privacy fence that extends forward beyond the rear corner of the dwelling, which is prohibited.

This Low Density Residential property is located on the east side of Floral (18704), between Clarita Avenue and Seven Mile Road, Lot. No. 045-02-0196-000, N1, Neighborhood, rejected by the Inspection Department under Livonia Code of Ordinance, Section 15.44.090 B.

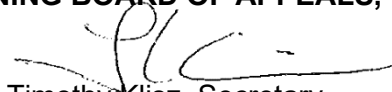
THE LAW REQUIRES THAT OWNERS OF PROPERTY LOCATED WITHIN 300 FEET OF THIS PROPERTY BE NOTIFIED OF THIS REQUEST IN WRITING. THIS IS YOUR NOTIFICATION. YOU ARE NOT REQUIRED TO RESPOND TO THIS LETTER.

Agendas, minutes, and other meeting documents may be accessed at the following URL:

<https://livonia.gov/129/Agendas-Minutes-and-Meeting-Documents>

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 9, 2025, 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: 2025-08-26
Meeting Date: September 9, 2025

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

Signature: _____

Address:



CITY OF LIVONIA
INSPECTION DEPARTMENT

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

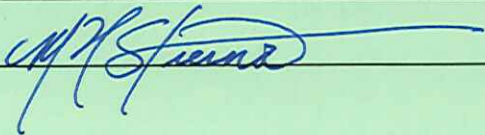
33000 CIVIC CENTER DRIVE
LIVONIA, MICHIGAN 48154
421-2000

Applicant <u>Robert Jaber</u>	Address <u>18704 Floral, Livonia, MI 48152</u>
Owner <u>(same as applicant)</u>	Address <u>(same as applicant)</u>
Lessee <u>n/a</u>	Address <u>n/a</u>
Location <u>East</u>	Side of <u>18704 Floral</u> Street
Between <u>Clarita</u>	And <u>Seven Mile Rd.</u>
Lot No./Parcel No. <u>045-02-0196-000</u>	Subdivision <u>Sunnydale Park 02</u>
Zoning District <u>N1</u>	Lot Size <u>137' x 65' (0.2 Acres)</u> Alley <u>n/a</u>
Present Use <u>Single Family Residential</u>	Proposed Use <u>(no change)</u>
Present Building Size <u>n/a</u>	Proposed Building Size <u>n/a</u>
Present Height of Building <u>n/a</u>	Proposed Height <u>n/a</u>
Allowable Lot Coverage <u>n/a</u>	Proposed Lot Coverage <u>n/a</u>

Proposal : Seeking to maintain an illegally erected 6' tall privacy fence, resulting in a privacy fence that extends forward beyond the rear corner of the dwelling, which is prohibited.

Reason for Rejection Livonia Code of Ordinance, Section 15.44.090 B.

Deficient Side yard _____	Deficient Front Yard <u>41'</u>	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 _____		

Plans and Application examined by  Date 8/11/2025

RECEIVED

AUG 11 2025

CITY OF LIVONIA
BOARD OF APPEALS

APPLICATION FOR VARIANCE

Robert Jaber 18704 Floral Livonia 48152 (248) 302-4156
 (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 18704 Floral Livonia, MI. 48152

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

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

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

RECEIVED

AUG 08 2025

Inspection Department
City of Livonia

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 larger side lot that is used by kids and dogs to play. The fence keeps it secure and private as we have frequent traffic to the party store at the corner. We also intend to install a pool in this area of the yard behind the new fence.

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

The fence as is gives privacy and security to the backyard. It being placed at the front of the house increases the usable space in the backyard. The new fence is in the same place as the old cyclone fence.

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

I've discussed the new fence with the immediate neighbors and they approve the look and use of the privacy fence. It serves a purpose and improves the look of my property.

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 think it's fair for this variance to be approved in this instance. If not I will seek an amendment

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

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

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: _____

Robert M. Jaber Jr.

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 8TH day of August, 2025

Karen D. Thompson
(Notary Public, Wayne County, Michigan)

My Commission expires 8.25.2028

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

NOT TO BE COMPLETED BY APPLICANT

Petitioner makes application for a Hearing, seeking to (reverse, modify, or affirm) the (order, decision) of the Department of Inspection, dated 8/8/2025, which reads as follows:

PRIVACY FENCE MAYNOT ENCROACH INTO CORNER LOT OR BEYOND THE REAR CORNER OF THE DWELLING.

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 YES

Violation Issued YES

Existing cyclone fence

94" Total (44" gate)
6' Shadow box

31' to Rd

GARAGE

24'

32'

Existing cyclone gate

16' 4"

13' to Road

Existing cyclone fence

C
I
N
R
I
T
A

18704 Floral St.

Existing
Residence

97'
6' tall
Shadowbox

18760
Floral

29'

5' gate
6' Shadowbox

29' Total (5' gate)
6' Shadowbox

48' to Rd

9' 4"

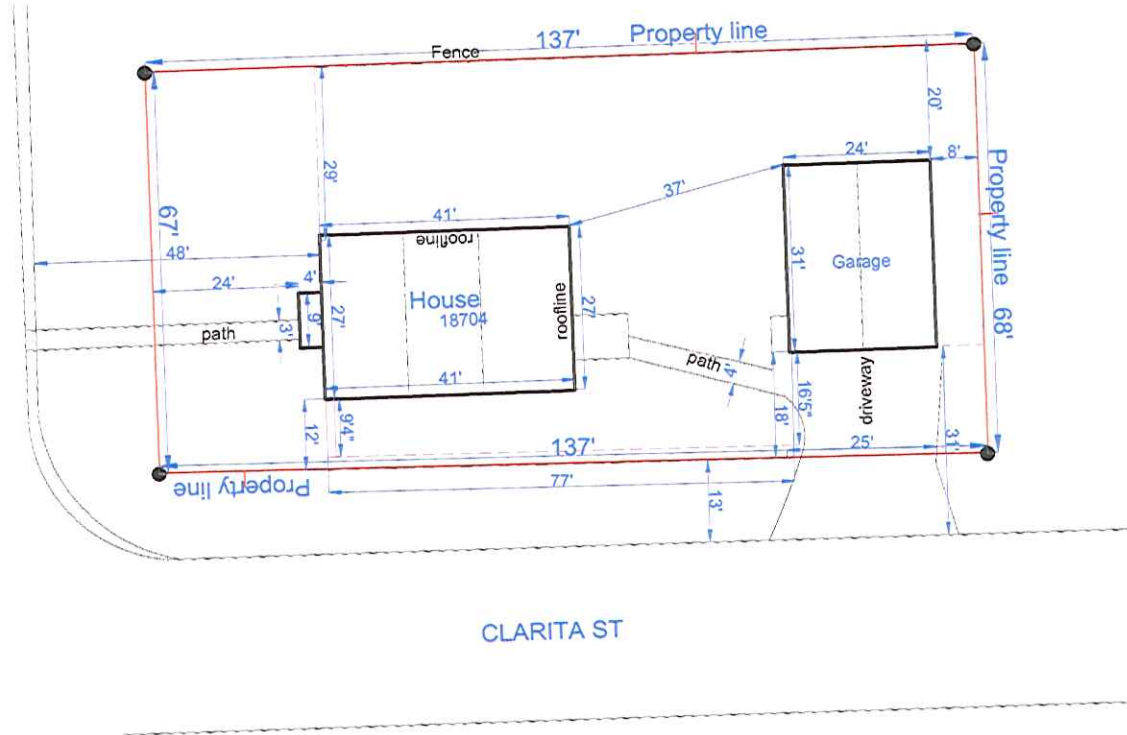
5' Gate
4' shadowbox

Archway

FLORAL



FLORAL ST

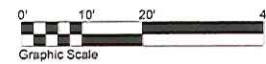


CLARITA ST

Parcel No. (APN) 46 045 02 0196 000
Land Use RESIDENTIAL
SINGLE FAMILY RESIDENCE
Lot Area 8,712 SF (0.2 ACRES)

ADDRESS: 18704 FLORAL 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.



02215196 DEC 30 2002

LI-37464 Pa-10066
203069213 12/30/2002
Bernard J. Youngblood
Wayne Co. Register of Deeds

STATE OF
MICHIGAN

WAYNE COUNTY
FEBRUARY 26, 2003
RECEIPT #37792



REAL ESTATE
TRANSFER TAX

\$ 128 15-00
\$ 973 75-ST
STAMP #100393982

WARRANTY DEED

Statutory Form for Individuals

KNOW ALL MEN BY THESE PRESENTS: That Steven B. Cox, a single man whose street address is 18704 Floral Livonia, MI 48152

Convey(s) and warrant(s) to Robert M. Jaber, Jr., a married man whose street address is 18736 Deering Livonia, MI 48152

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

Lot 196 and the South 20 feet of Lot 197, SUNNINGDALE PARK SUBDIVISION, as recorded in Liber 61, Page 56 of Plats, Wayne County Records

Commonly known as: 18704 Floral
Tax Parcel #: 46-045-02-0196-000

for the sum of \$16,350.00 (One Hundred Sixteen Thousand Three Hundred Fifty and 00/100)

subject to existing building and use restrictions, easements of record and zoning ordinances, if any.

Dated: November 13th, 2002

Signed and Sealed:

Steven B. Cox

Steven B. Cox, a single man

STATE OF MICHIGAN
County of Wayne

The foregoing instrument was acknowledged before me on November 13th, 2002 by Steven B. Cox, a single man

JENNIFER L. DRYJA
NOTARY PUBLIC
WAYNE CO., MI

My commission
expires:

MY COMMISSION EXPIRES 12-6-06

Notary Public

County, Michigan

County Treasurer's

City Treasurer's

This is to certify that there are no tax liens or titles on this property and that taxes are paid for FIVE YEARS previous to date of this instrument EXCEPT

No. 4466 Raymond G. Jaber Date 12-13-02
WAYNE COUNTY TREASURER Clerk [Signature]

Drafted by: G. Soregaard, 37290 Five Mile, Livonia, MI 48154

This property may be located within the vicinity of farmland or a farm

ASSOCIATION TITLE INSURANCE CO.

02215196 DEC 30 2002

LI-37404 10-1026
203069213 12/20/2002
Bernard J. Youngblood
Wayne Co. Register of Deeds

STATE OF
MICHIGAN

WAYNE COUNTY
FEBRUARY 26, 2003
RECEIPT #37792



REAL ESTATE
TRANSFER TAX

\$ 128.15-CO
\$ 973.75-ST
STAMP #120333982

WARRANTY DEED

Statutory Form for Individuals

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Tax Parcel #: 46-045-02-0196-000

for the sum of \$16,350.00 (One Hundred Sixteen Thousand Three Hundred Fifty and 00/100)

subject to existing building and use restrictions, easements of record and zoning ordinances, if any.

Dated: November 13th, 2002

Signed and Sealed:

Steven B. Cox
Steven B. Cox, a single man

STATE OF MICHIGAN
County of Wayne

The foregoing instrument was acknowledged before me on November 13th, 2002 by Steven B. Cox, a single man

JENNIFER L. DRYJA
NOTARY PUBLIC
WAYNE CO., MI

My commission
expires:

MY COMMISSION EXPIRES 12-6-06

[Signature]
Notary Public
County, Michigan

County Treasurer's

City Treasurer's

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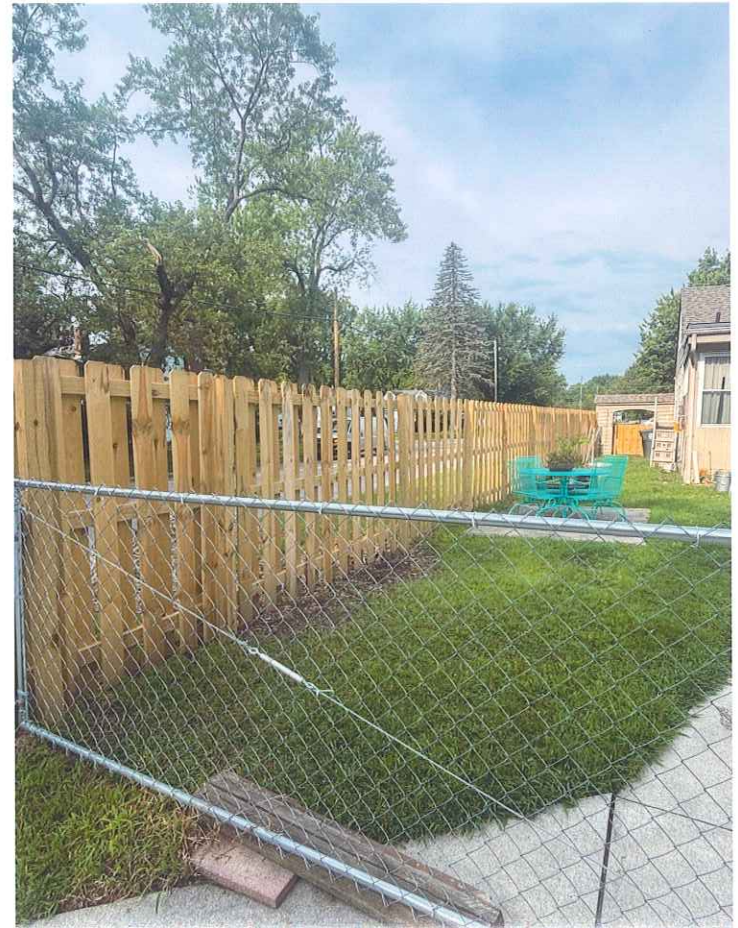
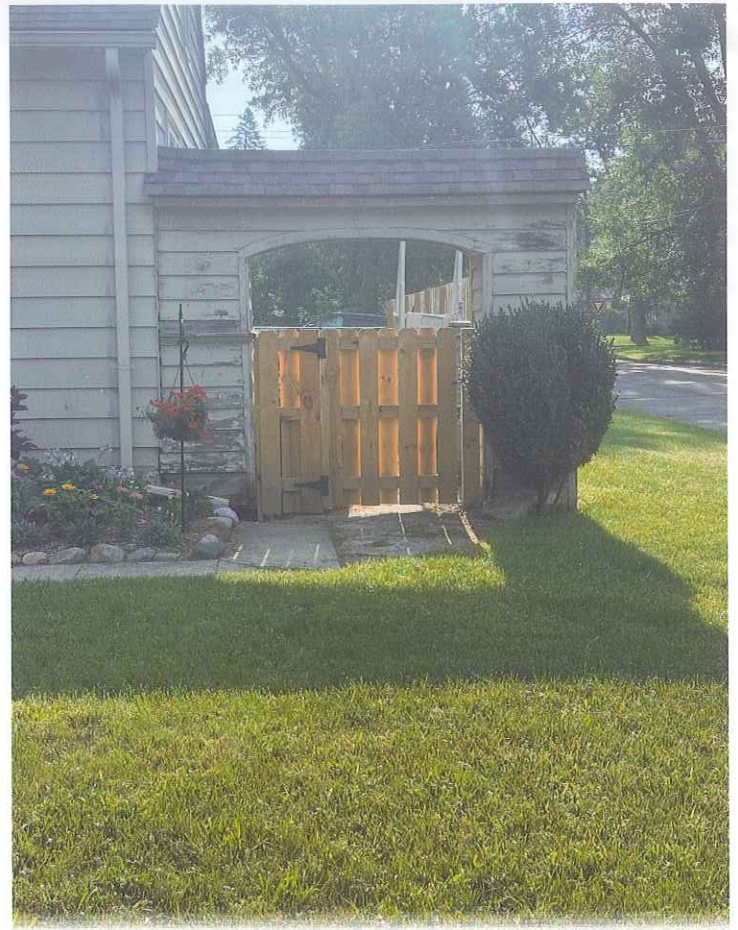
do. 41160 Raymond J. Wajury Date 12-13-02
WAYNE COUNTY TREASURER Clerk [Signature]

Drafted By: G. Berregard, 37290 Five Mile, Livonia, MI 48154

This property may be located within the vicinity of farmland or a farm

ASSOCIATION TITLE INSURANCE CO.





ROBERT JABER
18704 FLORAL

FENCE
LOW DENSITY RESIDENTIAL

ZONING MAP

LEGEND

Zoning Districts

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

N.E. 1/4 Section 12

City of Livonia

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

Copyright 2001, City of Livonia



AGENDA DATE: September 9, 2025
ZONING BOARD OF APPEALS
CITY OF LIVONIA

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

- 1. APPEAL CASE NO. 2025-04-12, Roman Martincic, 17320 Fairfield:** Should be denied because the alleged practical difficulty does not entail more than mere inconvenience/inability to earn a higher financial return.
- 2. APPEAL CASE NO. 2025-05-15, Najae and Donovan Dixon, Belmond Properties, LLC, on behalf of Socialite Event Lounge, LLC, 16184 Middlebelt:** Should be denied because the alleged practical difficulty does not entail more than a mere inability to earn a higher financial return.
- 3. APPEAL CASE NO. 2025-07-24, Mark and Jennifer Thomas, 36520 Kingsbury:** Should be denied because the proposed variance permitting a swimming pool in such close proximity to the fence/property line may prove to be an attractive nuisance.
- 4. APPEAL CASE NO. 2025-07-25, Jesus and Kristina Jimenez, 38560 Morningstar:** Should be denied because the alleged practical difficulty does not entail more than mere inconvenience. FURTHER, the proposed variance would violate the City policy of dividing residential areas into a series of small, walled enclosures.
- 5. APPEAL CASE NO. 2025-08-26, Robert Jaber, 18704 Floral:** Should be denied because the alleged practical difficulty does not entail more than mere inconvenience. FURTHER, with the narrow unfenced portion of this property it appears to be a particularly egregious violation of the policy against dividing the City's residential neighborhoods into a series of small, walled enclosures. FURTHER, the fence was erected without the issuance of a permit, apparently in an attempt to create a *fait accompli*.

FUTURE LAND USE PLAN

CITY OF LIVONIA
ZONING BOARD OF APPEALS
September 9, 2025 – 7:00 p.m.
Livonia City Hall – Auditorium (1st floor)
33000 Civic Center Drive, Livonia, MI

- 1. APPEAL CASE NO. 2025-04-12, Roman Martincic, 17320 Fairfield:** Seeking to construct a detached accessory garage, resulting in an accessory structure in excess area and total area and in a location other than previously granted by the Zoning Board of Appeals.

FUTURE LAND USE PLAN (FLUP): LOW DENSITY RESIDENTIAL

- 2. APPEAL CASE NO. 2025-05-15, Najae and Donovan Dixon, Belmond Properties, LLC, on behalf of Socialite Event Lounge, LLC, 16184 Middlebelt:** Seeking to increase the previously approved occupant load from 49 persons to 150 persons to establish a banquet facility, as defined by the Livonia Zoning Ordinance, resulting in a banquet facility in a C-1 zoning district, which is prohibited, and a banquet facility less than 300 feet from a residential zoning district.

FUTURE LAND USE PLAN (FLUP): CORRIDOR COMMERCIAL

- 3. APPEAL CASE NO. 2025-07-24, Jennifer and Mark Thomas, 36520 Kingsbury:** Seeking to construct an above-ground swimming pool with a deficient side yard setback.

FUTURE LAND USE PLAN (FLUP): LOW DENSITY RESIDENTIAL

- 4. APPEAL CASE NO. 2025-07-25, Kristina and Jesus Jimenez, 38560 Morningstar:** Seeking to erect a privacy fence against an existing chain-link fence resulting in two fences separating properties and a privacy fence erected on a shared property line without neighbor authorization, which is prohibited.

FUTURE LAND USE PLAN (FLUP): LOW DENSITY RESIDENTIAL

- 5. APPEAL CASE NO. 2025-08-26, Robert Jaber, 18704 Floral:** Seeking to maintain an illegally erected 6-foot-tall privacy fence, resulting in a privacy fence that extends forward beyond the rear corner of the dwelling, which is prohibited.

FUTURE LAND USE PLAN (FLUP): LOW DENSITY RESIDENTIAL