

OFFICE OF THE COUNCIL

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KATHLEEN E. McINTYRE
PRESIDENT

SCOTT BAHR
VICE PRESIDENT

ROB GJONAJ DONOVIC
JIM JOLLY
BRANDON McCULLOUGH
LAURA M. TOY
CATHY K. WHITE



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

OFFICE OF THE COUNCIL

**ELECTRONIC AGENDA PACKET FOR
THE REGULAR MEETING OF
MONDAY, OCTOBER 4, 2021
7:00 P.M.**

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

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

**1930th Regular Meeting of the Council of the City of Livonia
Monday, October 4, 2021**

7:00 p.m. – City Hall Auditorium
33000 Civic Center Drive
Livonia, Michigan

CALL TO ORDER

INVOCATION/PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATION OF MINUTES - Minutes of the 1929th Regular Meeting of September 20, 2021

AUDIENCE COMMUNICATION

REPORTS FROM THE MAYOR AND OTHER CITY OFFICIALS

CONSENT AGENDA

1. [BLOCK PARTY: Lauren Grewe, re: to be held Saturday, October 9, 2021, from 12:00 p.m. to 9:00 p.m. on Sherwood, between Woodside and Parklane, with a rain date of Sunday, October 10, 2021.](#)

UNFINISHED BUSINESS - MEETINGS OF THE COMMITTEE

2. **COMMITTEE OF THE WHOLE MEETING OF AUGUST 25, 2021**
 - a. [Subject matter of flooding, infrastructure and watershed issues \(CR 233-21\)](#)

UNFINISHED BUSINESS

3. [PROPOSED AMENDMENT TO THE LIVONIA VISION 21 ZONING ORDINANCE, AS AMENDED: Department of Law, re: Petition 2021-04-01-02 submitted by Cross Wind, to rezone the properties at 37711, 37631 and 37601 Plymouth Road, located on the south side of Plymouth Road between Newburgh Road and Jarvis Avenue in the Southeast ¼ of Section 30, from C-1 \(Local Business\) to NM1 \(Neighborhood Multifamily District\).](#)
4. [WAIVER PETITION: Planning Commission, re: Petition 2021-07-02-13 submitted by Leo Soave, to develop a Planned Residential Development consisting of a condominium subdivision with nineteen \(19\) detached single-family homes on the properties located on the south side of Plymouth Road between Newburgh Road and Jarvis Avenue \(37711, 37631 and 37601 Plymouth Road\) in the Southeast ¼ of Section 30.](#)

NEW BUSINESS

AUDIENCE COMMUNICATION

SUSAN M. NASH, CITY CLERK

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

CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD SEPTEMBER 20, 2021

Meeting was called to order in the Auditorium of City Hall, 33000 Civic Center Drive, at 8:45 p.m. by President Kathleen McIntyre. Present: Rob Donovic; Jim Jolly, Laura Toy, Scott Bahr, Cathy White, Brandon McCullough and President Kathleen McIntyre. Absent: None

Elected and appointed officials present: Mark Taormina, Director of Planning and Economic Development; Todd Zilincik, City Engineer; Paul Bernier, City Attorney; Lori L. Miller, Deputy Clerk; LaShawn Thomas, Director of Governmental Affairs; and Sara Kasprowicz, Manager of Council Office.

Councilmember Rob Donovic led the meeting in the Invocation.

1. BLOCK PARTY: Lauren Grewe, re: to be held Saturday, October 9, 2021, from 12:00 p.m. to 9:00 p.m. on Sherwood, between Woodside and Parklane, with rain date of Sunday, October 10, 2021.

Lauren Grewe, 15612 Woodside, presented this request to Council. She stated she is representing Fairway Farms Homeowners Association and is requesting a street closure for a block party.

Councilmember White stated everything looks in order and offered an approving resolution for the Consent Agenda.

DIRECTION:

APPROVING

CONSENT



LETTER TO THE LIVONIA CITY COUNCIL

1.

City Clerk
September 10, 2021

MEETING DATE

09/20/21

PREPARED BY

Lori Miller, Deputy City Clerk,

AGENDA ITEM

BLOCK PARTY: Lauren Grewe, re: to be held Saturday, October 9, 2021, from 12:00 p.m. to 9:00 p.m. on Sherwood, between Woodside and Parklane, with a rain date of Sunday, October 10, 2021.

BACKGROUND

Request for block party to include cider and donuts, potluck, kids' activities, bike parade, donut eating contest, pumpkin decorating, and lawn games with approximately 50 residents in attendance.

RECOMMENDATION

Approve as submitted.

FISCAL CONSIDERATION

N/A.

ATTACHMENTS

1. Woodside Block Party, 10-09-21

APPROVED BY

**REQUEST FOR NOISE WAIVER BLOCK PARTY and/or
BARRICADING OF CITY STREETS**

Send to: Livonia City Council, c/o City Clerk, 33000 Civic Center Drive, Livonia, MI 48154-3097
or hand deliver to the City Clerk's Office at least 8 weeks prior to the planned event

PLEASE PRINT

Date of Application: September 10, 2021 Date to appear at a Council Meeting: _____

Name of Neighborhood Representative: Lauren Grewe

Address (please include zip code): 15612 Woodside Livonia MI 48154

Telephone Number with area code: Home: 734-748-4138 (cell) _____ Office: n/a

Email: FairwayFarmsHOA@gmail.com

Please circle what is being requested – **BLOCK PARTY** and/or **STREET BARRICADING**

<u>Saturday October 9, 2021</u>	<u>Sunday October 10, 2021</u>	<u>12pm - 9pm</u>
Date of Block Party and/or Barricading	Rain Date	Start/end time of Block Party and/or Barricading End time is no later than 10:00 p.m.

Location of Block Party and/or Barricading: (Be specific. Indicate which streets and between which boundaries).

Sherwood, between Woodside and Parklane. Where Woodside meets Sherwood to island at
Parklane and Sherwood. Not to include any of Woodside, Westbrook, or Parklane.

Type of Event: Briefly (Describe activities planned. Music, barbecue, games, etc.) Fall Festival!

Cider and donuts, potluck; kids' activities such as face painting, bike parade, donut eating contest,
pumpkin decorating; lawn games. Would like to have music if someone can provide speakers. Asking
Kona Man if he can come for some time. Hoping to have socially distanced fun to get to know neighbors.

How many barricades are you requesting (max. 10)? Three; one on each end and one where Westbrook meets Parklane

Approximate Number Attending: This is the first time we are having a block party in the last ten years.
We are thinking at least 50 but hoping for more. Maybe 50-100?

Date of Council Approval/Denial: _____

Council Resolution Number: _____



LETTER TO THE LIVONIA CITY COUNCIL

2.

Council Office
September 17, 2021

MEETING DATE

October 4, 2021

PREPARED BY

Sara Kasprowicz, Council Office Manager,

AGENDA ITEM

COMMITTEE OF THE WHOLE - MEETING OF AUGUST 25, 2021

a. Subject matter of flooding, infrastructure and watershed issues (CR 233-21)

BACKGROUND

Discussion of the subject matter of flooding, infrastructure and watershed issues (CR 233-21)

RECOMMENDATION

Receive and file

FISCAL CONSIDERATION

N/A

ATTACHMENTS

1. LTC: CofW082521
2. New Data recd 8-23-21
3. Flooding images
4. R072621 Subject matter of flooding, infrastructure and water to CofW CR 233-21

APPROVED BY

COMMITTEE OF THE WHOLE WEDNESDAY, AUGUST 25, 2021
--

A Committee of the Whole meeting was held on Wednesday, August 25, 2021, in the City Hall Council Chambers.

Committee Members Present: Kathleen E. McIntyre, President
Scott Bahr, Council Vice President
Rob Donovic
Jim Jolly
Laura M. Toy

Committee Members Absent: Brandon McCullough
Cathy K. White

City Officials and Others Present: Thomas Goralski, Police Captain, Interim Chief
Brian Kahn, Director of Emergency Preparedness
Paul Bernier, City Attorney
LaShawn Thomas, Director of Governmental Affairs
Ted Davis, Director of Parks & Recreation
Don Rohraff, Director of Public Works
Jacob Rushlow, Assistant Director of Public Works
Todd Zilincik, City Engineer
Tom Welsh, Director of Golf Services

Additional Attendees: See list of attendees attached

The meeting convened at 7:02 p.m.

1. CR 233-21 Subject matter of flooding, infrastructure and watershed issues.
--

The meeting was led by Council President, Kathleen McIntyre. The issue was referred to committee to look at this issue holistically with all stakeholders, understand if and how flooding in residential areas could be mitigated through action by the city, the costs of such mitigation work and funding sources for work.

Numerous residents who live south of Whispering Willows Golf Course spoke about the significant flooding episodes they have experienced with increasing frequency. Previously significant flooding would occur every 3 – 4 years, now they experience 3 of 4 episodes each year.

The following mitigation actions were discussed (with the understanding that none of these items in isolation will resolve the problem):

- Continuing proactive maintenance to ensure that drains are clear and free of blockages, with residents clearing leaves, small brush, debris from the drains in front of their houses and calling the city if drains are blocked with large brush, etc.
- Continuing to model storm flows to understand rain fall levels that create flood risk
- Utilize the current Greenmead Master Plan process to explore possibility of a detention pond on the Greenmead property, this would require funding and the approval of the Livonia Historical Preservation Commission. (Whispering Willows Golf Course does not have enough room to accommodate a sufficiently sized detention pond.)
- Wayne County's 2021 updating of its storm water code will help prevent future flooding issues, but it doesn't address current areas where there are flooding issues
- The city could look at a Special Assessment District for funding mitigation projects
- The city needs to ensure that new developments comply with the grading requirements included in their site plan approvals

There are no dedicated funds for the management of storm water. Drinking water and sewer systems require all of the funding that it received.

There was discussion regarding a storm water tax.

Grand Rapids has an excellent stormwater management system and Livonia will dive deeper into understanding their storm water management projects and how the projects are funded

The Committee recommends:

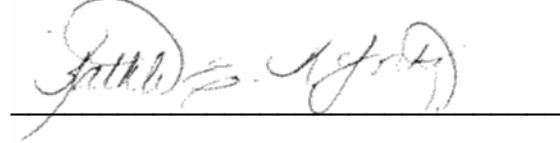
A resolution for the Administration to provide a proposal regarding mitigation issues in reference to the Willow Woods Subdivision

Note: To remain in committee for future updates.

This item is to be placed on the **Regular Meeting Agenda of October 4, 2021**

The meeting was adjourned at 8:46 p.m.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Jathin S. Aggarwal", is written over a horizontal line. The signature is fluid and cursive.

cc: City Clerk, City Attorney

PLEASE SIGN IN

MEETING: COMMITTEE OF THE WHOLE

DATE: WEDNESDAY, AUGUST 25, 2021

TIME: 7:00 PM

NAME

DEPARTMENT OR ADDRESS

Ron & Patty Riggio

Anneli Silva

MARIO MILALLET

Karen Gee

Don Rohraff

DPW

TODD ZILINCIL

ENGINEERING

LaShawn Thomas

Gov't affairs

Capt. Greg Yon

LPD

Brian C. Kahn

EMER. MED.

Lori + Craig Lee

Joe & Cindy Lige

GEORGE WEISER

TOM WELSH

Curie Budzinski

VALERIE CARMACK



LETTER TO THE LIVONIA CITY COUNCIL

1.

Council Office
July 29, 2021

MEETING DATE

August 25, 2021

PREPARED BY

Sara Kasprovicz, Council Office Manager,

AGENDA ITEM

CR 233-21 Subject matter of flooding, infrastructure and watershed issues.

BACKGROUND

Upon the motion by Councilmember Jim Jolly, supported by Councilmember Rob Donovic, at the Regular Meeting of July 26, 2021, that the Council does hereby refer the subject matter of flooding, infrastructure and watershed issues to the Committee of the Whole for its report and recommendation.

RECOMMENDATION

To discuss the subject matter of flooding within Willow Woods subdivision.

FISCAL CONSIDERATION

N/A

ATTACHMENTS

1. New Data recd 8-23-21
2. R072621 Subject matter of flooding, infrastructure and watershed issues to CofW CR 233-21
3. Flooding image 1
4. Flooding image 2
5. Flooding image 3
6. Flooding image 4
7. Flooding image 5

APPROVED BY

From: [George Weiser](#)
To: [CityCouncil](#)
Subject: Flooding on Sussex Ave in Willow Woods
Date: Monday, August 23, 2021 8:21:54 PM

This was our street and my back yard in 2014. It has flooded like this several times since then.

George Weiser

19718 Sussex

Willow Woods Subdivision















9 10



9 10'00



9 10'00





 Liked by **slider19762008**

foxyroxie03 This is what happens when it rains and then the backyard looks like when it is flooded...It is so cool

May 13, 2014

During Audience Communication the following people spoke:

Ron and Patty Riggio, 37204 Bretton Drive, addressed long term flooding issues

On a motion by Jolly, supported by Donovic, and unanimously adopted, it was:

#233-21 RESOLVED, that upon the motion by Councilmember Jim Jolly, supported by Councilmember Rob Donovic, at the Regular Meeting of July 26, 2021, that the Council does hereby refer the subject matter of flooding, infrastructure and watershed issues to the Committee of the Whole for its report and recommendation.

Councilmember Jolly requested that any residents who have areas of intensive need or areas affected by flooding, to contact City Hall immediately so we can have it on our list and we can review those at that meeting.

During Audience Communication, Karen Gee, 19772 Sussex, addressed the issue of flooding in her subdivision and water collecting on her property.

Cynthia and Joseph Ligi, 19760 Sussex, addressed the issue of flooding.

Karla Truxall, 29583 Jacquelyn Drive, spoke about her nonprofit organization, SPN Survivors, whose mission is to engage in the communities to strengthen mental health and prevent suicide in teens and young adults and there will be a ribbon cutting ceremony on August 10th at 4:00 p.m. and Open House to follow.

Councilmember McCullough thanked Truxall for making Livonia their home and for the work that they do.

Vice President Bahr and President McIntyre spoke about the benefits of sending this matter to Committee to discuss in detail with everyone the issues they are facing.

Councilmember Donovic stated that he thinks it's important to put this item in Committee so we can actually look into it deeper. All of the residents are welcome to come out and talk about their issues with department heads and Council.

<i>AUDIENCE COMMUNICATION (Regular Meeting of July 26, 2021)</i>
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Motion by:	Toy
Seconded by:	McCullough
ROLL CALL:	
Ayes:	Donovic, Jolly, Toy, Bahr, White, McCullough, McIntyre
Nays:	None
Absent:	None



LETTER TO THE LIVONIA CITY COUNCIL

3.

Law
September 20, 2021

MEETING DATE

October 4, 2021

PREPARED BY

Carol Driskill, Legal Stenographer II,

AGENDA ITEM

PROPOSED AMENDMENT TO THE LIVONIA VISION 21 ZONING ORDINANCE, AS AMENDED: Department of Law, re: Petition 2021-04-01-02 submitted by Cross Wind, to rezone the properties at 37711, 37631 and 37601 Plymouth Road, located on the south side of Plymouth Road between Newburgh Road and Jarvis Avenue in the Southeast ¼ of Section 30, from C-1 (Local Business) to NM1 (Neighborhood Multifamily District).

BACKGROUND

RECOMMENDATION

At the 1,169th Public Hearing and Regular Meeting held by the City Planning Commission on May 18, 2021, the following resolution was unanimously adopted:

#05-20-2021 RESOLVED, That pursuant to a Public Hearing having been held by the City Planning Commission on May 18, 2021, on Petition 2021-04-01-02 submitted by Cross Wind pursuant to Section 13.15 of the Livonia Vision 21 Zoning Ordinance, requesting to rezone the properties at 37711, 37631 and 37601 Plymouth Road, located on the south side of Plymouth Road between Newburgh Road and Jarvis Avenue in the Southeast ¼ of Section 30, from C-1 (Local Business) to NM1 (Neighborhood Multifamily), the Planning Commission does hereby recommend to the City Council that Petition 2021-04-01-02 be approved for the following reasons:

1. That the proposed change of zoning is compatible to and in harmony with the surrounding land uses and zoning districts in the area.
2. That the proposed change of zoning is consistent with the developing character of the area.
3. That the proposed change of zoning represents a reasonable and logical zoning plan for the subject property which adheres to the principles of sound land use planning.
4. That the proposed change of zoning will allow the development of a residential condominium project that can be integrated within the surrounding land uses, and
5. That the proposed zoning and use is consistent with the purposes, goals and objectives of the Zoning Ordinance, which seek to ensure compatibility and appropriateness of uses so as to enhance property values and to create and promote a more favorable environment for neighborhood use and enjoyment.

FURTHER RESOLVED, That notice of the above hearing was given in accordance with the provisions of Sections 13.13 and 13.15 of Livonia Vision 21 Zoning Ordinance has been prepared by the Law Department and ready for a First Reading.

FISCAL CONSIDERATION

N/A

ATTACHMENTS

1. R071221 UB ITEM 12 Approval of Petition 2021-04-01-02 - JOLLY FIRST READING
2. LTC: R071221
3. 2021-04-01-02_1st
4. PH062121 Petition 2021-04-01-02 (37711, 37631 and 37601 Plymouth) Minutes
5. PH062121 Petition 2021-04-01-02 (37711, 37631 and 37601 Plymouth) Direction
6. 2021-04-01-02_Soave_E-COUNCIL Pkt
7. Pet 2021-04-01-02 - Cross Wind
8. 2021-04-01-02_1st

APPROVED BY



Date: September 23, 2021

Paul Bernier, City Attorney

Maureen Miller Brosnan, Mayor

Date: September

AN ORDINANCE AMENDING SECTION 30 OF THE ZONING MAP OF THE CITY OF LIVONIA AND AMENDING ARTICLE III OF THE LIVONIA VISION 21 ZONING ORDINANCE KNOWN AND CITED AS “THE CITY OF LIVONIA ZONING ORDINANCE” BY ADDING SECTION 3._____ THERETO.

THE CITY OF LIVONIA ORDAINS:

Section 1. Pursuant to the report of the City Planning Commission, dated May 18, 2021, recommending approval of Petition 2021-04-01-02, having been considered by the Council, and the Council having conducted a public hearing on June 21, 2021, on said petition, and having concurred in the recommendation of the City Planning Commission, the Council hereby adopts said Petition 2021-04-01-02 to amend the Zoning Ordinance and Zoning Map of the City of Livonia and all proceedings heretofore conducted on said petition are hereby approved.

Section 2. Section 13.15 of the Livonia Vision 21 Zoning Ordinance, is hereby amended by adding thereto the following section:

Section 3. Petition 2021-04-01-02 submitted by Cross Wind is hereby approved, and the zoning classification of the premises hereinafter described is hereby changed from C-1 (Local Business) to NM1 (Neighborhood Multifamily):

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

The land embraced in the annexed “Supervisor’s” Livonia Plat No. 9, of part of the Northwest Corner of Lot 547, Town 1 South, Range 9 East, Livonia Twp., Wayne County, Michigan, more particularly described as: Commencing at the Northwest Corner of Lot 547; thence S. 01°33’20” E, 28.04 feet to the point of beginning; thence S. 75°52’20” E., 298.26 feet; thence S. 01°52’20” E., 99.91 feet; thence Southeasterly along a curve conc SE. 543 feet radius, 206.56 feet arc; thence S. 23°40’03” E., 87.20 feet; thence Southwesterly along a curve conc SE. 1088.97 feet radius, 23.28 feet arc, chord S. 63°27’02” W., 23.28 feet; thence S. 62°50’11.53” W., 111.72 feet; thence S. 87°56’18.66” W., 238.63 feet; thence N. 01°33’18.88” W., 522.94 feet to the point of beginning.

and the Southeast ¼ of Section 30 of the Zoning Map is hereby amended to conform to the changes made in this section.

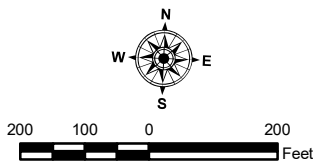
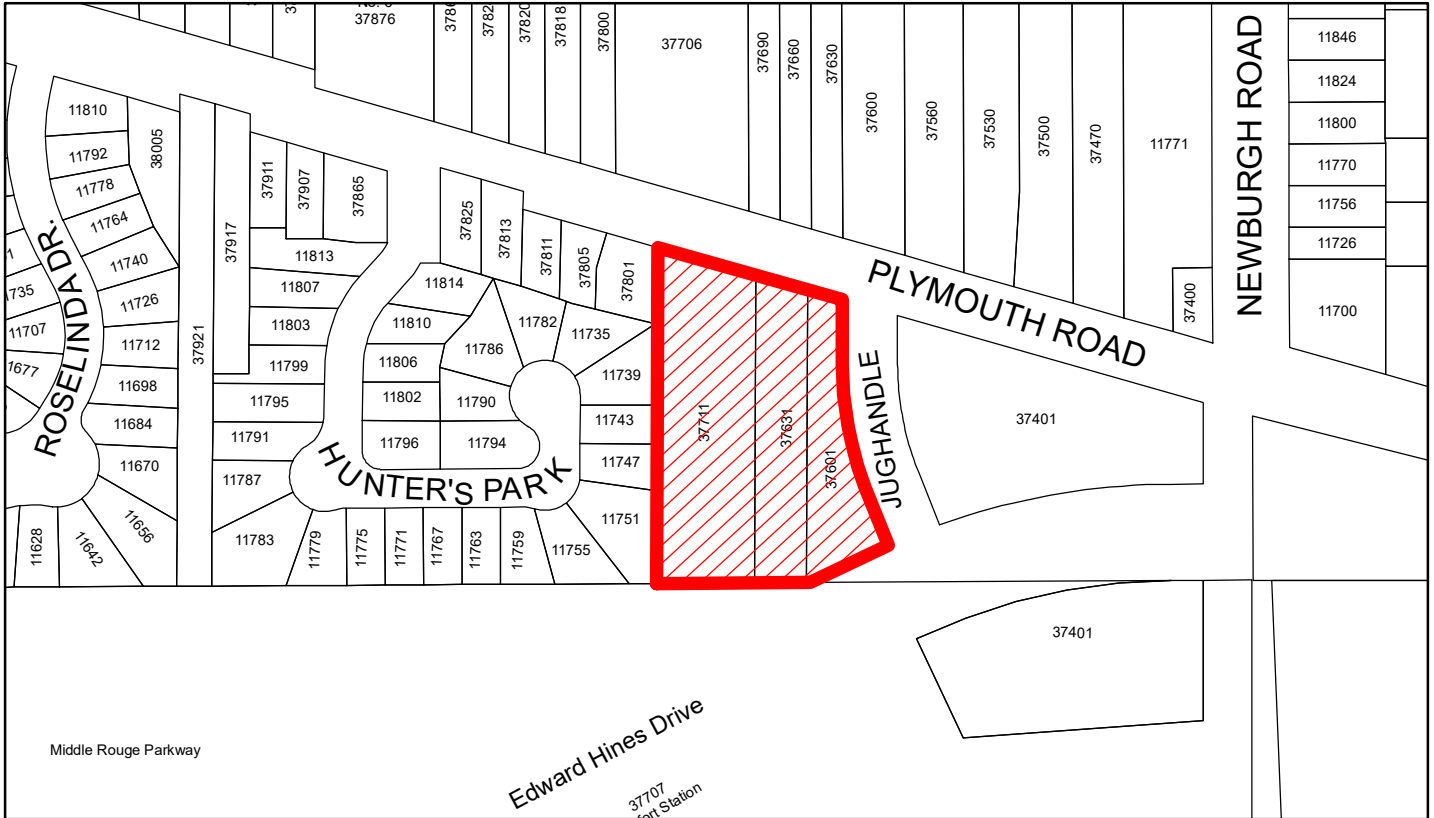
Section 4. The attached map designated “Amendment No. ____ to the Zoning Map of the City of Livonia” showing all of the amendments and changes made in the foregoing Section 2 of this ordinance is hereby approved, established and made a part hereof.

Section 5. All ordinances or parts of ordinances in conflict herewith are hereby repealed only to the extent necessary to give this ordinance full force and effect.

Section 6. Should any portion of this ordinance be held invalid for any reason, such holding shall not be construed as affecting the validity of any of the remaining portions of this ordinance.

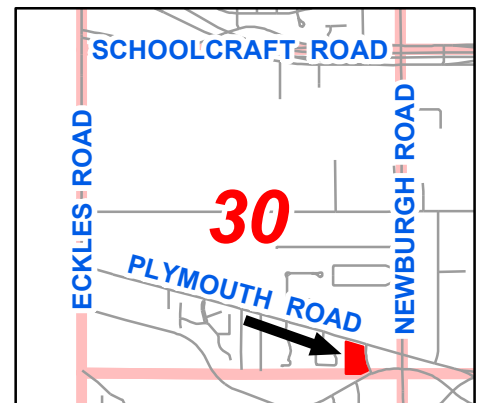
Section 7. This ordinance is hereby declared to be an emergency ordinance and shall take effect immediately upon publication.

BOUNDARY OF DISTRICT AS AMENDED FROM C-1, LOCAL BUSINESS TO NM1, NEIGHBORHOOD MULTIFAMILY



PETITION NO. 2021-04-01-02
A PART OF THE S.E. 1/4 OF SECTION 30

AMENDMENT NO. TO THE
ZONING MAP OF THE
CITY OF LIVONIA, MICHIGAN
Adopted by the City Council on



MAYOR
CLERK

Regular Meeting of July 12, 2021

Jolly gave first reading to the following Ordinance:

AN ORDINANCE AMENDING SECTION 30 OF THE ZONING MAP OF THE CITY OF LIVONIA AND AMENDING ARTICLE III OF ORDINANCE NO. 543, AS AMENDED, KNOWN AND CITES AS "THE CITY OF LIVONIA ZONING ORDINANCE" BY ADDING SECTION 3.____ THERETO. (Petition 2021-04-01-02)

The foregoing Ordinance, when adopted, is filed in the Journal of Ordinances in the Office of the City Clerk and is the same as if word for word repeated herein. The above Ordinance was placed on the table for consideration at an upcoming Regular meeting.

UNFINISHED BUSINESS ITEM 12 (Regular Meeting of July 12, 2021)

Councilmembers Present: McCullough, Donovic, Jolly, Toy, Bahr, White, McIntyre
Councilmembers Absent: None



LETTER TO THE LIVONIA CITY COUNCIL

12.

Law
June 8, 2021

MEETING DATE

PREPARED BY

Sara Kasprovicz, Council Office Manager,

AGENDA ITEM

PROPOSED AMENDMENT TO ZONING ORDINANCE NO. 543, AS AMENDED: Department of Law, re: Petition 2021-04-01-02 submitted by Cross Wind, to rezone the properties at 37711, 37631 and 37601 Plymouth Road, located on the south side of Plymouth Road between Newburgh Road and Jarvis Avenue in the Southeast $\frac{1}{4}$ of Section 30, from C-1 (Local Business) to R-C (Condominium Residential).
Public Hearing held on June 21, 2021.

BACKGROUND

RECOMMENDATION

At the 1,169th Public Hearing and Regular Meeting held by the City Planning Commission on May 18, 2021, the following resolution was unanimously adopted:

#05-20-2021 RESOLVED, That pursuant to a Public Hearing having been held by the City Planning Commission on May 18, 2021, on Petition 2021-04-01-02 submitted by Cross Wind pursuant to Section 23.01 of the City of Livonia Zoning Ordinance #543, as amended, requesting to rezone the properties at 37711, 37631 and 37601 Plymouth Road, located on the south side of Plymouth Road between Newburgh Road and Jarvis Avenue in the Southeast $\frac{1}{4}$ of Section 30, from C-1 (Local Business) to R-C (Condominium Residential), the Planning Commission does hereby recommend to the City Council that Petition 2021-04-01-02 be approved for the following reasons:

1. That the proposed change of zoning is compatible to and in harmony with the surrounding land uses and zoning districts in the area.
2. That the proposed change of zoning is consistent with the developing character of the area.
3. That the proposed change of zoning represents a reasonable and logical zoning plan for the subject property which adheres to the principles of sound land use planning.
4. That the proposed change of zoning will allow the development of a residential condominium project that can be integrated within the surrounding land uses, and
5. That the proposed zoning and use is consistent with the purposes, goals and objectives of the Zoning Ordinance, which seek to ensure compatibility and appropriateness of uses so as to enhance property values and to create and promote a more favorable environment for

neighborhood use and enjoyment.

FURTHER RESOLVED, That notice of the above hearing was given in accordance with the provisions of Section 23.05 of Zoning Ordinance #543, as amended.

Ordinance has been prepared by the Law Department and ready for a First Reading

FISCAL CONSIDERATION

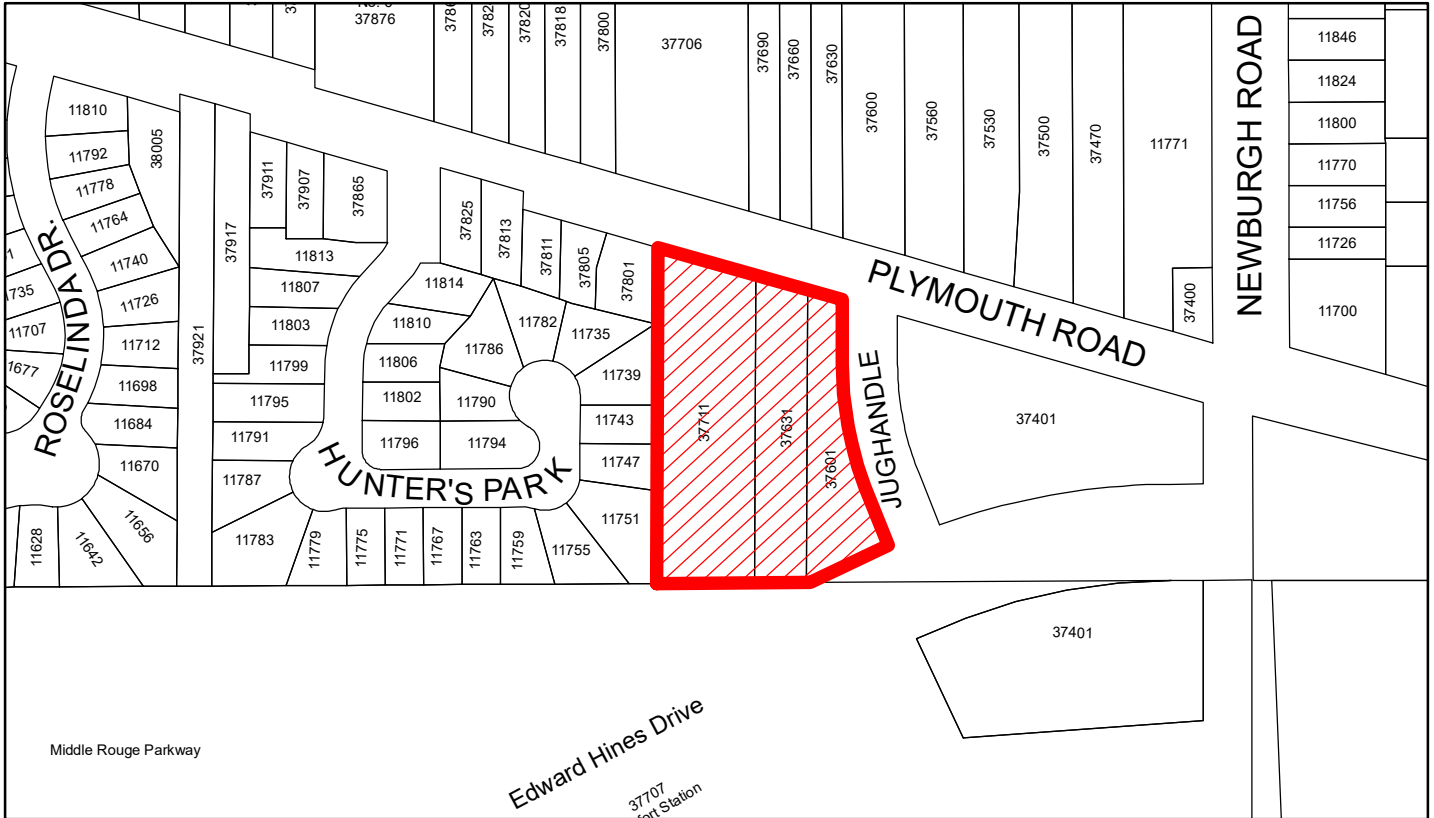
N/A

ATTACHMENTS

1. R071221 UB ITEM 12 Approval of Petition 2021-04-01-02 - JOLLY FIRST READING
2. 2021-04-01-02_1st
3. PH062121 Petition 2021-04-01-02 (37711, 37631 and 37601 Plymouth) Minutes
4. PH062121 Petition 2021-04-01-02 (37711, 37631 and 37601 Plymouth) Direction
5. 2021-04-01-02_Soave_E-COUNCIL Pkt
6. Pet 2021-04-01-02 - Cross Wind

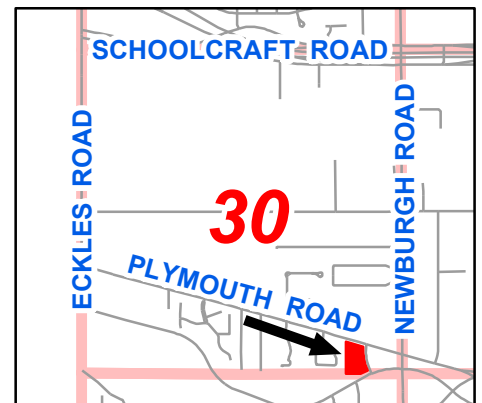
APPROVED BY

BOUNDARY OF DISTRICT AS AMENDED FROM C-1, LOCAL BUSINESS TO R-C, CONDOMINIUM RESIDENTIAL



PETITION NO. 2021-04-01-02
A PART OF THE S.E. 1/4 OF SECTION 30

AMENDMENT NO. TO THE
ZONING MAP OF THE
CITY OF LIVONIA, MICHIGAN 3146
Adopted by the City Council on



MAYOR
CLERK

**CITY OF LIVONIA
PUBLIC HEARING**

Minutes of Meeting Held on Monday, June 21, 2021

A Public Hearing of the Council of the City of Livonia was held at the Livonia City Hall Auditorium on **Monday, June 21, 2021**.

MEMBERS PRESENT: Kathleen E. McIntyre, President
Rob Donovic
Brandon McCullough
Jim Jolly
Laura M. Toy
Cathy K. White

MEMBERS ABSENT: Scott Bahr, Vice President

OTHERS PRESENT: Scott Miller, Planner
Paul Bernier, City Attorney
Sara Kasprowicz, Recording Secretary

The Public Hearing was called to order at 7:03 p.m. with President Kathleen McIntyre presiding. This item is regarding **Petition 2021-04-01-02** submitted by Cross Wind pursuant to Section 23.01 of the City of Livonia Zoning Ordinance #543, as amended, requesting to rezone the properties at 37711, 37631 and 37601 Plymouth Road, located on the south side of Plymouth Road between Newburgh Road and Jarvis Avenue in the Southeast $\frac{1}{4}$ of Section 30, from C-1 (Local Business) to R-C (Condominium Residential). This item will move to the Regular Meeting of **July 12, 2021**.

The Public Hearing is now open. There were 2 people in the audience.

McIntyre: We have all members of Council here this evening, with the exception of Council Vice President, Mr. Bahr. All right, good evening. Scott, are you going present?

Miller: Yes. This site consists of three properties, when added up equals 3.36 acres, it is currently being developed. To the west, you have Hunters Park site condominium development, which is zoned R-1. Across the street, to the north, on Plymouth, you have residential homes that are zoned R-U-F. To the south, you have Middle Rouge Parkway, which is P-L, and across, to the east, is Jughandle, with Community Alliance Credit Union, which is zoned C-1. The proposal, the zoning is to propose a residential condominium project, utilizing the plan residential standards of Article 20. R-C allows condominium multiple dwellings, as permitted use, subject to review and approval by Planning Commission and City Council under the PRD option, which is a special waiver that allows reduced lot sizes, yard setbacks and other dimensional regulations that help overcome natural and other unique obstacles. Under R-

C district, the density is based on the number of bedrooms per dwelling units. For example, a two-bedroom home is permitted about ten dwelling units per acre. This is a three-bedroom unit at eight dwelling units per acre. Thus, with 3.36 acre of this size, they could have thirty-four (34) two-bedroom units or they could have twenty-seven (27) three-bedroom units. Basically, their conceptual plan shows fifteen lots, that works out to be about 4.46 units per acre. Under Article 20, there is no specified minimum lot sizes. The conceptual plans show most lots are 40x100 feet or 4000 square feet. The site plan also shows a retention basin up in the northeast corner and it also shows a berm along the west property line, screening it from the adjacent R-1 condominiums. That's basically it.

McIntyre: Scott, could you go back to, when you were talking about, was it the Plymouth Road that the PRDA allows.

Miller: No, it's called Planned Residential Development.

McIntyre: That's not PRDA, it's PRD, which allows, could you just read what the PRD allows?

Miller: Usually it is a unique situation on the site sizes. They are allowed reduced lot sizes, yard setbacks and other dimensional regulations that help overcome natural and other unique obstacles, restraints that the site plan developer proposed.

McIntyre: Who makes the designation that it's PRD?

Miller: If you look at the ordinance there's about eight things that they have fit in and usually, if there is one or two, because of this, too, it's bordered by three roads and it's got a unique shape, so I'm sure that's going to be one of their concerns.

McIntyre: Ok, I meant to refresh myself on that and I did not do that. So, it's the Petitioner that makes the request.

Miller: Yes, and they have to prove that they have the restraints.

McIntyre: Ok, thank you. Anyone else have any question for Mr. Miller before we go to the Petitioner? Rob?

Donovic: Through the Chair, so how many units, specifically will there be?

Miller: In this one, it's fifteen.

Donovic: Thank you.

McIntyre: All right, anyone else have any questions for Mr. Miller? If now, we will go to the Petitioner.

Pastor: Thank you. John Pastor, representing Soave Homes or Cross Winds Development. 33461 Capri Court. I'm here to answer any questions. Mr. Miller, as usual, and Mark Taormina, did an excellent job explaining the project before you.

McIntyre: Go ahead Ms. Toy.

Toy: Thank you. Mr. Pastor, how large will these be again, the interior?

Pastor: Different size amounts and I'm not sure of the exact, but I believe they are around fifteen hundred is what I believe. Fifteen, two thousand square foot homes.

Toy: Are they brick mostly?

Pastor: Yeah, it matches up with the surrounding areas. You know, Mr. Soave does his typical building style.

McIntyre: Which Mr. Soave is this?

Pastor: This is Leo.

McIntyre: Just wondering, there are several Mr. Soaves.

Toy: The price point on these would be starting around?

Pastor: That's a hard one to say, only because the price of not just lumber had gone crazy, and also electrical and everything else has gone up. I think his pricing point is between three and four hundred thousand.

McIntyre: I think it depends on how much of a profit margin the builder wants.

Pastor: Oh, ouch.

McIntyre: Mr. Donovic?

Donovic: Thank you, Madam President, to the Petitioner, what is the market this is targeting, senior residential?

Pastor: If you consider me senior, then yes, empty-nesters, young couples, again, this is more of a product that is becoming more and more wanted. Our options are that we don't want the big house with the big yard, some people want the big house and no yard. Myself, and folks like me are looking for smaller house, small yard so that we can come and go as we please.

Donovic: Mr. Pastor, we definitely consider you a Millennial, so don't worry.

McIntyre: Jim?

Jolly: Hi John, are you a partner in this or are you just representing? You just wanted to visit?

Pastor: Nope. I just wanted to visit, because I miss Council. Leo has done me a couple of favors, as you know, the subdivision right on Eight Mile and Farmington Road, he allowed me to buy my own lot and build my own house, so I said, hey, if you need anything, and you know how Leo loves to come up before Council. I said boy I love doing that, so I'd be more than happy to do that for you.

Jolly: Good to see you.

Pastor: Good to be seen, better than on Zoom.

McIntyre: Councilwoman Toy?

Toy: Hopefully, they'll have a few kids here and there and put some in our schools, but, you know, I applaud you for putting in some more detached condos, if you will. I'm going to offer an approving on this, Madam Chair, in hopes that we can pass it and add some more tax base to our community as well.

McIntyre: All right, anyone else? Councilwoman White?

White: I just wanted to say that I think that it's always a good thing when we can downzone from commercial to residential homes.

Pastor: It's not just that, you're talking about the downsized houses, we also looked at, you remember that he said thirty plus, two-bedroom houses? Those would have been all attached. I think this is a better product having their own, individual house, as opposed to being attached.

McIntyre: I'd like to note please, for the record, that it looks like there are about thirty-eight, thirty-five, most of these look to be residential, there are some, County and some others that would have to be notified, but there are probably about thirty residents on here that were notified. I don't know if anyone else is here to speak on behalf or against this project, but I just always like to know the notifications.

Unknown: I live right in back of it, I'm all for it to go as planned, how's that?

McIntyre: I just want to make sure, because sometimes people are here to speak against something, and they don't know when they can speak.

Unknown: I have nothing to say and it's everything I had expected to be said.

McIntyre: I just like to know, for the sake of these meetings, because sometimes they'll come back and say, how did this all happen. They all receive registered letters, and we don't have anyone from the surrounding area that were notified that are here against this. Mr. Pastor?

Pastor: I just wanted to say that at the Planning Commission public hearing, there was one lady that voiced a little bit of concerns with the landscaping, and we will be addressing that with the site plan.

McIntyre: Right, and again. Just to go through the process, for the record, we are here tonight at the public hearing on the rezoning. We have an approving resolution offered, it comes to Council at a Regular meeting and if it's approved, it gets a first read and it doesn't come back for the second read and roll call until we see the site plans. Rob?

Donovic: Thank, Madam President, through the Chair to the Petitioner. Really quick, are you preserving any of the trees on the site, on the berm maybe?

Pastor: Yeah, we will try to preserve all the trees that we can, but more importantly, work with residents to plant and make sure they have a nice buffer wall. If I also could, any way that we can, speed this up, because building season is going to be coming to an end before we know it, we'd like to get this in as soon as we can.

McIntyre: Very good, anyone else? All right, thank you everyone. I need to say one more thing. This will go to the agenda of the Regular meeting of July 12, 2021. All right, the public hearing is closed.

As there were no further questions or comments, the Public Hearing was declared closed at 7:14 p.m.

**PUBLIC HEARING
DIRECTION**

MONDAY, JUNE 21, 2021

PETITION 2021-04-01-02 submitted by Cross Wind, requesting to rezone the properties located at 37711, 37631 and 37601 Plymouth Road, located on the south side of Plymouth Road between Newburgh Road and Jarvis Avenue in the Southeast ¼ of Section 30, from C-1 (Local Business) to R-C (Condominium Residential).

DIRECTION: 1) APPROVING

**THESE ITEMS ARE TO BE PLACED ON THE AGENDA FOR THE
REGULAR MEETING OF JULY 12, 2021**

Petition 2021-04-01-02 submitted by Cross Wind pursuant to Section 23.01 of the City of Livonia Zoning Ordinance #543, as amended, requesting to rezone the properties at 37711, 37631 and 37601 Plymouth Road, located on the south side of Plymouth Road between Newburgh Road and Jarvis Avenue in the Southeast ¼ of Section 30, from C-1 (Local Business) to R-C (Condominium Residential).

REZONING APPLICATION
CITY OF LIVONIA, MICHIGAN

All applications must be presented in quadruplicate to the City Clerk, 33000 Civic Center Drive, Livonia, MI 48154-3097. Applications **must** include property owner's name, address and notarized signature. You are invited and encouraged to review your proposal with the Planning Department staff.

Date Filed: 04-05-2021 Petition RE-ZONING 2021-04-01-02

Site Address: 37601 PLYMOUTH, Sidwell PARCEL ID# 46120020547000
LIVONIA MI 48150 PARCEL ID# 46120020548000
PARCEL ID# 46120020549002

Requesting To Rezone Property From C-1 To R-C

For the Following Reason (s) _____

Applicant: LEO SOAVE Business/Company: CROSS WIND

Applicant's Address: 37771 7MILE City: LIVONIA State: MI Zip Code: 48152

Applicant's Phone # (586) 219-7880 Applicant's Email LEO.SOAVE.BUILDING@GMAIL.COM

Please provide the following information:

1) **Legal Description** of the property to be considered. Paper copy must be clearly printed.

2) **Fully Dimensional Map (13 copies)** drawn at an appropriate scale, with a north arrow, dated & legend key to symbols and showing:

- The land that would be affected by the proposed amendment.
- The dimensions, square footage & acreage of the land.
- The existing conditions of the site, including all structures & parking layout.
- A legal description of the land to be rezoned.
- All public and private right-of-ways & easements bounding & intersecting the site.
- A preliminary plan showing the proposed land use(s) of the land under consideration.
- The zoning classification of all abutting zoning districts.
- The structures and existing land uses on all property adjacent to the subject parcel and on other such property as may, in the City Planner's determination, be necessary to properly reflect the existing character of the surrounding neighborhood.

3) A copy of the Fully Dimensional Map submitted in a pdf. format either on a CD or it can be emailed to Planning@ci.livonia.mi.us

Owner of Property: CROSS WIND

Owner's Address: 37771 7MILE City: LIVONIA State: MI Zip Code: 48152

Owner's Phone # (586) 219-7880 Owner's Email LEO.SOAVE.BUILDING@GMAIL.COM

Signature of Owner: [Signature] Print Name: LEO SOAVE

Subscribed and sworn to before me, a Notary Public in and for the County of Wayne State of Michigan

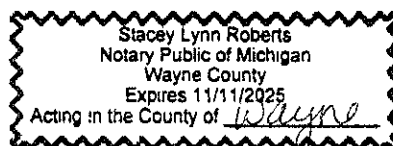
on this 6th day of April 20 21

Signature of Notary Stacey Lynn Roberts My commission expires 11-11-25

APPROVED AS FORM
Department of Law

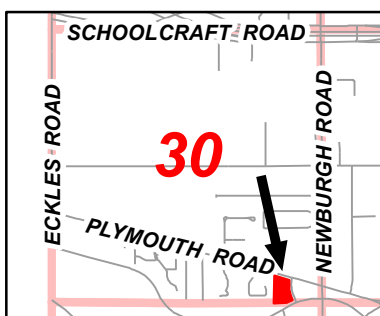
By: Michael E. Fisher

Date: 4/8/2021



RECEIVED
APR 08 2021
CITY OF LIVONIA
PLANNING COMMISSION

RECEIVED
OFFICE OF THE CITY CLERK
2021 APR - 15 PM 9:00



Aerial Map

Petition 2021-04-01-02

Cross Wind

37711, 37631 & 37601 Plymouth Road

C-1 to R-C



Not to Scale



City of Livonia
Planning Department

PLANNING COMMISSION STAFF NOTES

PUBLIC HEARING

ITEM 1

Petition 2021-04-01-02 submitted by Cross Wind pursuant to Section 23.01 of the City of Livonia Zoning Ordinance #543, as amended, requesting to rezone the properties at 37711, 37631 and 37601 Plymouth Road, located on the south side of Plymouth Road between Newburgh Road and Jarvis Avenue in the Southeast $\frac{1}{4}$ of Section 30, from C-1 (Local Business) to R-C (Condominium Residential).

May 11, 2021 Study Meeting:

This petition seeks to rezone three (3) contiguous parcels located at the southwest corner of Plymouth and Jughandle Roads, from C-1 (Local Business) to R-C (Condominium Residential). Combined, the irregular-shaped site comprises 3.36 acres and is bounded on three (3) sides by public roads, including 298 feet of frontage on Plymouth Road to the north, 395 feet along Jughandle Road to the east, and approximately 136 feet along Edward Hines Parkway to the south. The subject site is currently vacant.

Abutting the property to the west is Hunter's Park, a single-family condominium subdivision zoned R-1 (One Family Residential). To the north, across Plymouth Road, are residential homes zoned R-U-F (Rural Urban Farm). To the south is land that is part of the Middle Rouge Parkway, zoned PL (Public Lands). And to the east, across Jughandle Road, is a Community Alliance Credit Union, zoned C-1.

Commercial zoning of the subject property was originally established in the late 1950's—early 60's prior to the construction of Jughandle Road, at a time when the subject parcels were part of a larger parcel or group of properties under single ownership extending east to Newburgh Road and which included the property where the credit union is now located. In 1990, the parcels were downzoned from C-2 to C-1.

The purpose of the rezoning is to facilitate the future development of a residential condominium utilizing the Planned Residential Development (PRD) standards of Article XX. R-C zoning treats condominium multiple dwellings as a permitted use subject to review and approval by the Planning Commission and City Council. Approval under Article XX allows for reduced lot sizes, yard setbacks and other dimensional requirements to help overcome natural and other unique obstacles or constraints that pose challenges to land development under conventional design standards.

The PRD option limits density to what would normally be achieved using conventional design standards. In the case of the R-C district, maximum allowable density is based on the number of bedrooms per dwelling unit. For one-bedroom units, the minimum required land area per unit is 3,600 square feet, which translates to a density of twelve (12) dwelling units per acre. For two-bedroom units, the requirement is 4,350 square feet of land per unit, which equals ten (10) dwelling units per acre. And for three- and four-bedroom units, the minimum land area requirements are 5,400 square feet and 7,200 square feet, respectively, which represents eight (8) and six (6) dwelling units per acre. Thus, on the subject 3.36-acre site, the maximum number of two-bedroom dwellings would be thirty-four (34), and the maximum

PUBLIC HEARING

number of three-bedroom dwellings would be twenty-seven (27). The preliminary site plan shows only fifteen (15) lots which constitutes 4.46 dwelling units per acre.

Article XX does not specify a minimum lot size requirement. The current design concept shows many of the lots measuring forty feet (40') in width by 100 feet in depth for a total area of 4,000 square feet. All the homesites would front on a private street that would have access from Jughandle Road. The proposed street would extend approximately 150 feet in an east/west direction, then turn north and continue for approximately 280 feet where it would end in a T-turnaround just south of Plymouth Road. Other features of the plan include a stormwater detention basin and forebay in the northeast corner of the site and a berm along the west side of the property line where it abuts the adjacent Hunter's Park residential development.

Another possible design option that the Petitioner is considering is attaching the units in the form of duplexes and treating all site features other than the units themselves as general common elements. An example of a development that utilized this approach and which is zoned R-C and was developed as a Planned Residential Development option is Hunters Grove Condominiums located on the east side of Newburgh Road just north of Five Mile Road.

The Livonia Vision 21 (LV21) Future Land Use map designates the subject property as *Corridor Commercial*, reflecting the current zoning of the property.

May 18, 2021 Public Hearing:

Approving Resolution: That the to rezone the properties at 37711, 37631 and 37601 Plymouth Road from C-1 (Local Business) to R-C (Condominium Residential) is hereby approved, subject to City Council approval, for the following reasons:

1. That the proposed change of zoning is compatible to and in harmony with the surrounding land uses and zoning districts in the area.
2. That the proposed change of zoning is consistent with the developing character of the area.
3. That the proposed change of zoning represents a reasonable and logical zoning plan for the subject property which adheres to the principles of sound land use planning.
4. That the proposed change of zoning will allow the development of a residential condominium project that can be integrated within the surrounding land uses, and
5. That the proposed zoning and use is consistent with the purposes, goals and objectives of the Zoning Ordinance, which seek to ensure compatibility and appropriateness of uses so as to enhance property values and to create and promote a more favorable environment for neighborhood use and enjoyment.

PUBLIC HEARING

ITEM 1 Petition 2021-04-01-02 – 37711, 37631 & 37601 Plymouth Road

Page 3

Denying Reasons: That the request to rezone the properties at 37711, 37631 and 37601 Plymouth Road from C-1 (Local Business) to R-C (Condominium Residential) is hereby denied for the following reasons:

1. That the petitioner has failed to affirmatively show that the proposed change of zoning and the intended use of the property as a residential condominium project would be compatible to and in harmony with the surrounding neighborhood.
2. That the proposed change of zoning is inconsistent with the established pattern of the surrounding development and would adversely alter the character of the area.
3. That maintaining a commercial land use is more consistent with the established pattern of development and character of the area, and
4. That the proposed zoning change is not supported by the Livonia Vision 21 (LV21) Future Land Use Plan, which shows this site as *Corridor Commercial*.

PROPOSED REZONING
JUGHANDLE CONDOMINIUM
LIVONIA, WAYNE COUNTY, MICHIGAN

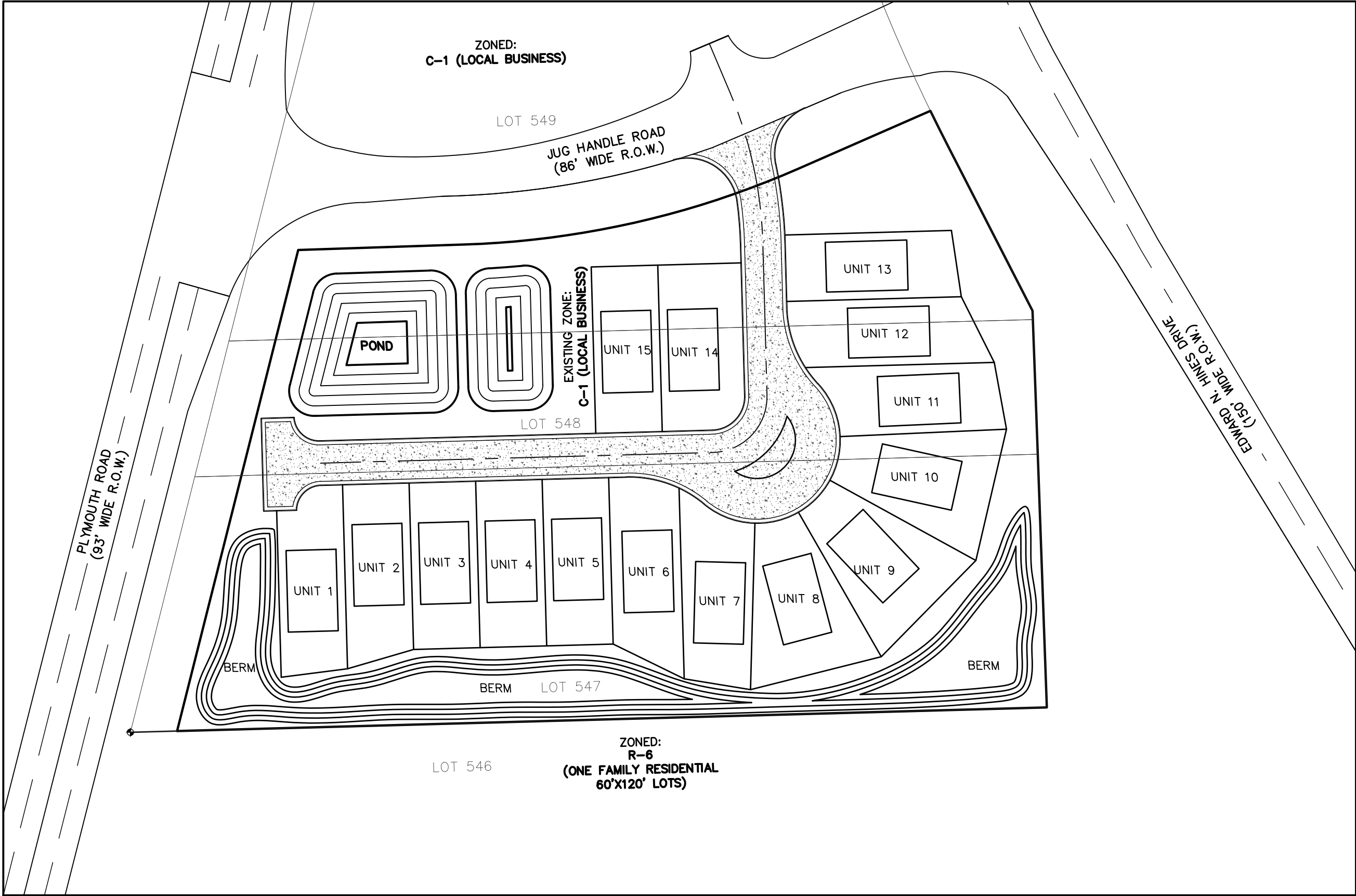
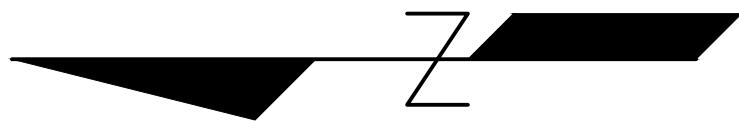
LEGAL DESCRIPTION

PARCEL ID: 46120020547000
30B547A SUPERVISOR'S LIVONIA PLAT NO. 9 T1S R9E L66 P60 WCR LOT 547 EXC N 27 FT.

PARCEL ID: 46120020548000
30B548A SUPERVISOR'S LIVONIA PLAT NO. 9 T1S R9E L66 WCR LOT 548 EXC N 27 FT.

PARCEL ID: 46120020549002
00B549B2 SUPERVISOR'S LIVONIA PLAT NO.9 T1S R9E L66 P60 WCR PT OF LOT 549 BEG S 01° 31' 25" E 28.04 FEET FROM NW COR OF LOT 549 TH S. 75° 52'20" E., 55.70 FEET; TH S. 01° 52' 20" E., 99.91 FEET; TH SELY ALONG A CURVE CONC NE 543 FEET RAD 206.56 FEET ARC TH S. 23°40'03" E., 87.20 FEET; TH SWLY ALONG A CURV CONC SE 1086.51 FEET RAD 23.28 FEET ARC CHORD S. 63°27'02" W., 23.28 FEET; TH S 62°50'11" W., 111.72 FEET; TH S. 87°56'15" W., 5.34 FEET; TH N. 01°31'25" W., 455.31 FEET POB.

COMBINED PARCEL
THE LAND EMBRACED IN THE ANNEXED "SUPERVISOR'S" LIVONIA PLAT NO. 9, OF PART THE NORTHWEST CORNER OF LOT 547, TOWN 1 SOUTH, RANGE 9 EAST, LIVONIA TWP., WAYNE COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER OF LOT 547; THENCE N. 01°33'20" W., 28.04 FEET TO THE POINT OF BEGINNING; THENCE S. 75°52'20" E., 298.26 FEET; THENCE N. 01°52'20" W., 99.91 FEET; THENCE SOUTHEASTERLY ALONG A CURVE CONC SE. 543 FEET RADIUS, 206.56 FEET ARC; THENCE S. 23°40'03" E., 87.20 FEET; THENCE SOUTHWESTERLY ALONG A CURVE CONC SE. 1088.97 FEET RADIUS, 23.28 FEET ARC, CHORD S. 63°27'02" W., 23.28 FEET; THENCE S. 62°50'11.53" W., 111.72 FEET; THENCE S. 87°56'18.66" W., 238.63 FEET; THENCE N. 01°33'18.88" W., 522.94 FEET TO THE POINT OF BEGINNING.

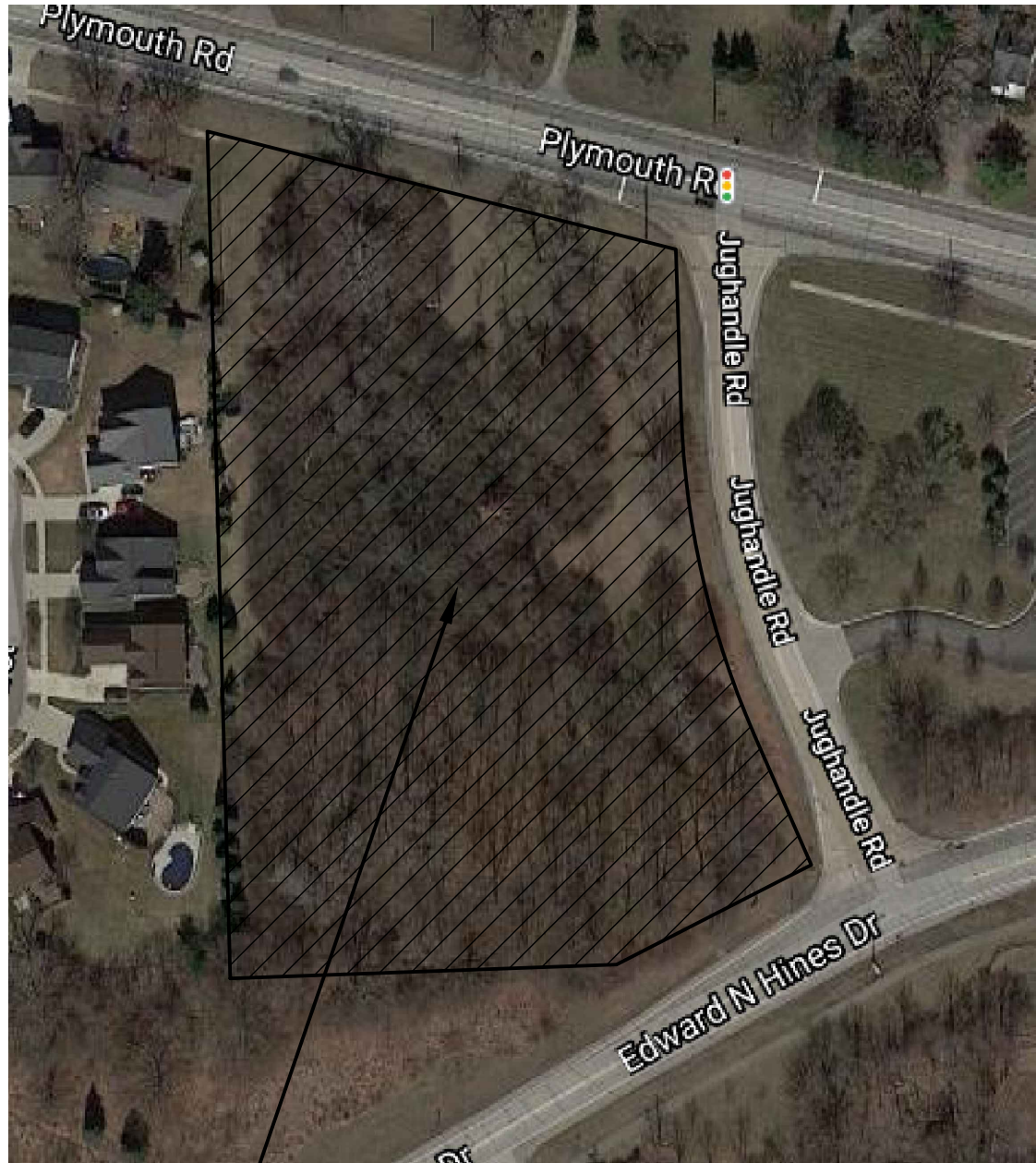


DEVELOPER

CLIENT :
LEO SOAVE BUILDING COMPANY, INC.
37771 Seven Mile Road
LIVONIA, MI 48152

ENGINEER

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



VICINITY MAP

PROJECT LOCATION

Sheet List Table	
Sheet Number	Sheet Title
CS1-100	COVER SHEET
CS-100	SITEPLAN

SITE DATA:

GROSS AREA 3.36 ACRES

SITE ZONNING:

EXISTING ZONING DISTRICT "C-1"
PROPOSED ZONING DISTRICT "R-C"

TOTAL NUMBER OF LOTS 15

PROPOSED DENSITY : 4.46 UNITS PER ACRE

CLIENT

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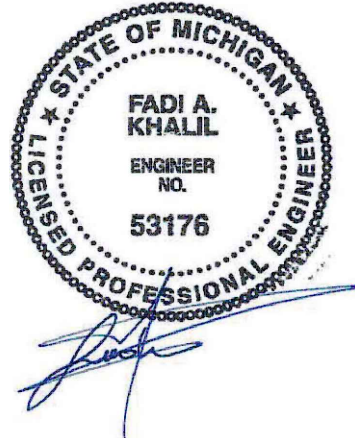
ISSUES

No.	DESCRIPTION	DATE
1	ZONING APPLICATION	04-05-2021
2		
3		
4		

NOT FOR
CONSTRUCTION

CONSULTANTS

SEAL



Angle Design & Engineering

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

PROJECT

JUG HANDLE CONCOMINIUM
LIVONIA, MICHIGAN

PROJECT NO:
21-0404

SCALE: **NTS**

DRAWN BY:
M. K.

CHECKED BY:
F. K.

PROJECT MGR:
F. K.

APPROVED BY:
F. K.

SHEET TITLE

COVER SHEET

SHEET NUMBER

ISSUE

CS1-100

CLIENT

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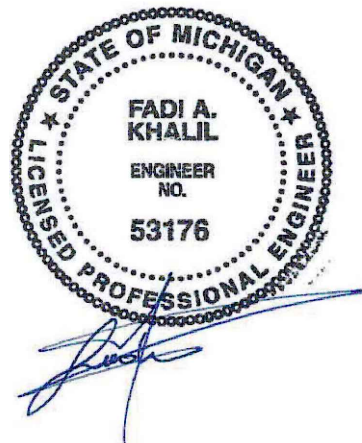
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ISSUES		
No.	DESCRIPTION	DATE
1	ZONING APPLICATION	04-05-2021
2		
3		
4		

NOT FOR
CONSTRUCTION

CONSULTANTS

SEAL



Angle Design & Engineering

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

PROJECT

JUG HANDLE CONDOMINIUM
LIVONIA, MICHIGAN

PROJECT NO: 21-0404	SCALE: 1"=30'
DRAWN BY: M. K.	CHECKED BY: F. K.
PROJECT MGR: F. K.	APPROVED BY: F. K.

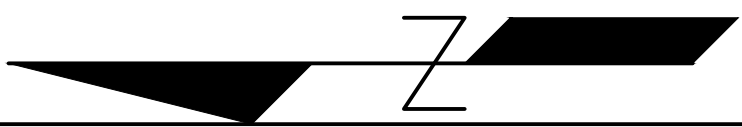
SHEET TITLE

SITE PLAN

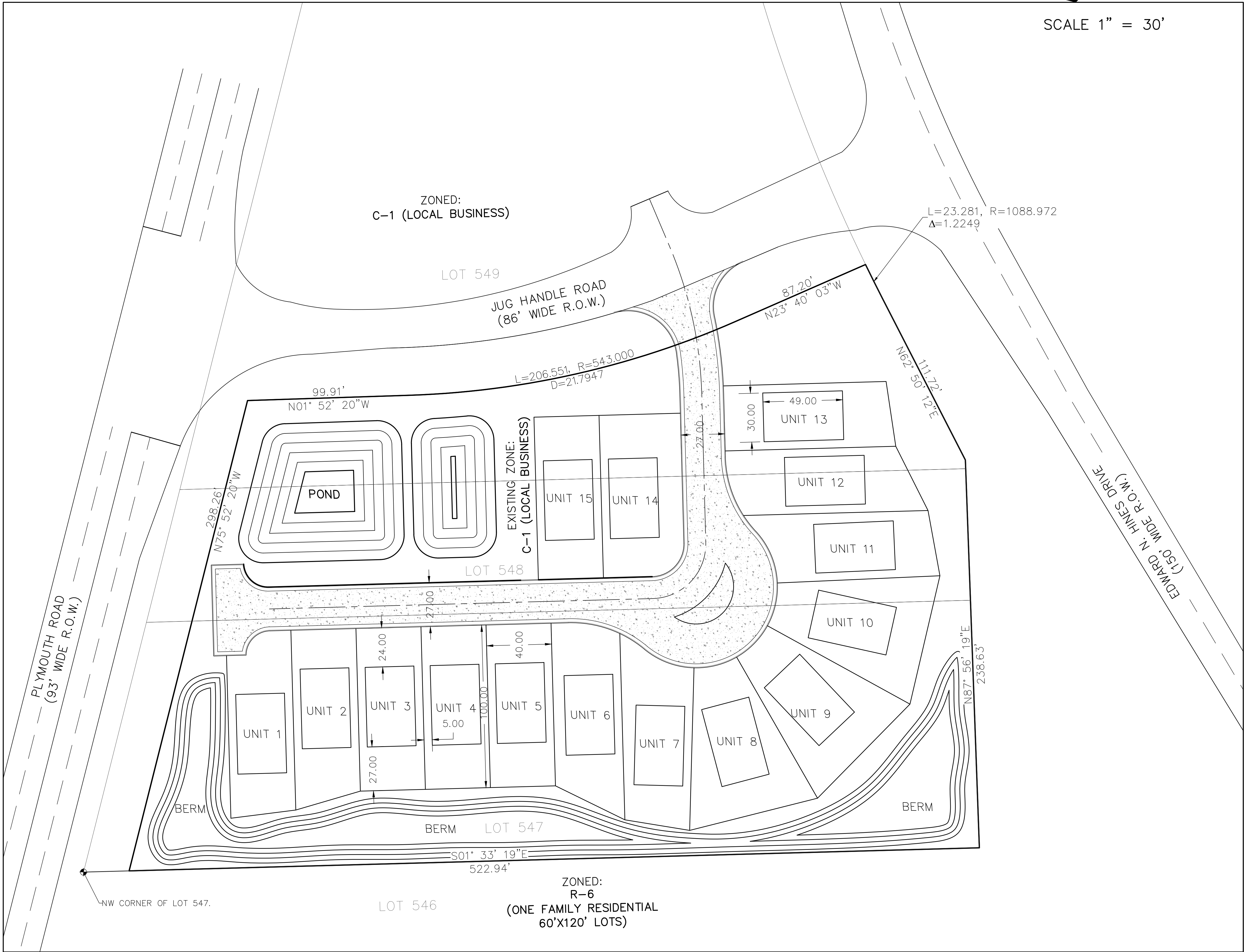
SHEET NUMBER

CS-100

ISSUE



SCALE 1" = 30'



DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

TODD J. ZILINCIK, P.E.
CITY ENGINEER

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



MAUREEN MILLER BROSNAN
MAYOR

DONALD R ROHRAFF
DIRECTOR OF PUBLIC WORKS

33000 CIVIC CENTER DRIVE
LIVONIA, MICHIGAN 48154-3097
(734) 466-2571
FAX: (734) 466-2195

April 14, 2021

Mr. Scott Miller
Planner IV
City of Livonia

Re: Petition 2021-04-01-02 – #37711, #37631 and #37601 Plymouth Road

Dear Mr. Miller:

In accordance with your request, the Engineering Division has reviewed the above referenced petition. We have no objections to the proposed rezoning at this time. The properties are assigned the addresses of **#37601, #37631 and #37711 Plymouth Road**. The original legal descriptions included on the plans submitted by the owner appears to be correct, while the combined description has a couple of bearing errors that should be corrected prior to being used.

The proposed development is currently serviced by public water main, storm and sanitary sewers. Most of the systems are owned by Wayne County, with the exception of one small section of water main that is owned by the City. The Developer will need to submit plans to Wayne County (and possible the City) for permitting of utility connections.

Easements will need to be provided for the new water and sanitary sewers, as well as portions of the storm sewer that are to be maintained by the City. At this time, Exhibit "B" drawings have not been provided to show proposed easements, so we cannot determine if the proposed easements are correct.

The proposed construction will be required to meet the Wayne County Stormwater Ordinance, including detention requirements. Detention is shown on the preliminary plans, and a full review of the proposed development will be completed when plans are submitted for permitting, although it should be noted that the Developer will be required to submit soil borings for roadway and detention areas indicating soil makeup and water level elevations (regular and seasonal).

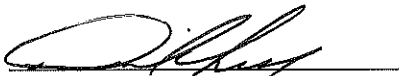
To: Mr. Scott Miller
Re: Petition 2021-04-01-02 – Jughandle Condominiums

April 14, 2021
Page 2

The submitted drawings indicate that the proposed roadways are to be 27' wide with no right-of-way noted. Current Engineering Department standards require roadways to be a minimum of 31' wide, and a minimum right-of-way width of 60' to be able to meet on-street parking and movement requirements, as well as maintenance of utilities and pavement. Unless changed to meet current standards, we will assume that the proposed roadways are to be privately owned.

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

Sincerely,



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

cc: 2021 Petition File

DEPARTMENT OF FINANCE

Michael T. Slater
DIRECTOR OF FINANCE

Connie Kumpula
CHIEF ACCOUNTANT



MAUREEN MILLER BROSNAN
MAYOR

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

April 8, 2021

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

Petition 2021-04-01-02 - 37711, 37631 and 37601 Plymouth Road

Dear Mr. Miller,

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

Please contact me if you have any further questions.

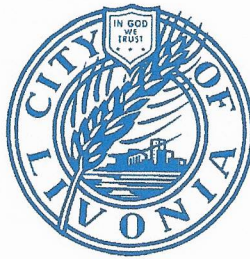
Very truly yours,

Connie Kumpula
Chief Accountant

CK: jw

OFFICE OF THE TREASURER

LYNDA L. SCHEEL
CITY TREASURER



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

April 16, 2021

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

Re: Petition 2021-04-01-02

37711, 37631, 37601 Plymouth Road
Cross Wind

Dear Mr. Miller,

In accordance with your request, the Treasurer's Office has reviewed the name and addresses connected with the above noted petition. At this time, there are no taxes due, therefore I have no objections to the proposal.

Sincerely,


Lynda L. Scheel
Treasurer, City of Livonia

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MINUTES OF THE 1,169th PUBLIC HEARING AND REGULAR MEETING HELD BY THE CITY PLANNING COMMISSION OF THE CITY OF LIVONIA

On Tuesday, May 18, 2021, the City Planning Commission of the City of Livonia held its 1,169th Public Hearing and Regular Meeting via Zoom Meeting Software.

Mr. Ian Wilshaw, Chairman, called the meeting to order at 7:01 p.m.

Members present: David Bongero Sam Caramagno Glen Long (Partial)
 Betsy McCue Carol Smiley Peter Ventura
 Ian Wilshaw

Members absent: None

Mr. Mark Taormina, Planning Director, Scott Miller, Planner IV (partial), and Stephanie Reece, Program Supervisor, were also present.

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

ITEM #1 PETITION 2021-04-01-02

Cross Winds

Mr. Caramagno, Secretary, announced the first item on the agenda, Petition 2021-04-01-02 submitted by Cross Wind pursuant to Section 23.01 of the City of Livonia Zoning Ordinance #543, as amended, requesting to rezone the properties at 37711, 37631 and 37601 Plymouth Road, located on the south side of Plymouth Road between Newburgh Road and Jarvis Avenue in the Southeast ¼ of Section 30, from C-1 (Local Business) to R-C (Condominium Residential).

Mr. Taormina: This rezoning request involves three contiguous parcels that are located at the southwest corner of Plymouth and Jughandle Roads. The three parcels combined measure roughly 3.4 acres with 298 feet of frontage on Plymouth Road, 136 feet of frontage on Edward Hines, and roughly 395 feet of frontage on Jughandle. The site is currently undeveloped. Located immediately to the west of the property is the Hunters Park site condominiums that are zoned R-1 (One-family residential). Across Plymouth Road, to the north are residential homes that are zoned RUF (Rural Urban Farm) and to the south is the Middle Rouge Parkway and Hines Drive. Across Jughandle, to the east, is the Community Alliance Credit Union zoned C-1 (Local Business). Commercial zoning on this property was established in the late 1950's, early 1960's prior to the construction of Jughandle Road. It was at a time when these properties were a part of a larger group of parcels that were under common ownership and extended east to Newburgh Road. In 1990, the city rezoned the properties to the current classification of C-1. The purpose of the rezoning to R-C (Condominium Residential) is to facilitate the future development of a residential condominium project that would utilize the Planned Residential Development Standards, which are in Article XX. The R-C District allows for condominium multiple dwellings as a permitted use, subject to the review of the Planning Commission and City Council. The PRD is a special waiver, that if approved, would allow for reduced lot sizes, yard setbacks, and other reductions in dimensional regulations that would help overcome some of the natural or other unique obstacles that would pose a challenge to developing this property under conventional design standards. In the case of the R-C district, the maximum allowed density is based on the number of bedrooms per dwelling unit. For two-bedroom homes, the permitted density is roughly 10 units per acre. For three-bedroom homes, the density is 8 dwelling units per acre. So, for the 3.36-acre site, the number of two-bedroom homes could be as many as 34, or if they are all three-bedroom homes, it could be 27. As you can see, from the preliminary plan that was submitted, there would be 15 lots which works out to roughly 4.46 dwelling units per acre is only slightly more than what the R-1 (One-family residential) would allow for. Clearly it is below the density allowance that would be permitted under the proposed R-C zoning. Article XX does not specify a minimum lot size. This design concept shows that many of the lots would measure roughly 40' x 100', for a total of 4,000 square feet. All of the home sites would front on a new internal

street that would have access from Jughandle. This street would extend roughly 150 feet west from Jughandle and then turn north extending another 280 feet where it would end in a "T" turn-around just south of Plymouth Road. The only connecting point is Jughandle. The plan shows a stormwater detention basin and a forebay in the northeast corner of the site. There is a berm along the west side of the property where the site lies adjacent to Hunters Park. The Future Land Use plan does designate the subject property as Corridor Commercial. With that, I can read out the departmental correspondence.

Mr. Wilshaw: Yes, please.

Mr. Taormina: The first item is from the Engineering Division, dated April 14, 2021, which reads as follows: *"In accordance with your request, the Engineering Division has reviewed the above referenced petition. We have no objections to the proposed rezoning at this time. The properties are assigned the addresses of #37601, #37631 and #37711 Plymouth Road. The original legal descriptions included on the plans submitted by the owner appears to be correct, while the combined description has a couple of bearing errors that should be corrected prior to being used. The proposed development is currently serviced by public water main, storm and sanitary sewers. Most of the systems are owned by Wayne County, with the exception of one small section of water main that is owned by the City. The Developer will need to submit plans to Wayne County (and possible the City) for permitting of utility connections. Easements will need to be provided for the new water and sanitary sewers, as well as portions of the storm sewer that are to be maintained by the City. At this time, Exhibit "B" drawings have not been provided to show proposed easements, so we cannot determine if the proposed easements are correct. The proposed construction will be required to meet the Wayne County Stormwater Ordinance, including detention requirements. Detention is shown on the preliminary plans, and a full review of the proposed development will be completed when plans are submitted for permitting, although it should be noted that the Developer will be required to submit soil borings for roadway and detention areas indicating soil makeup and water level elevations (regular and seasonal). The submitted drawings indicate that the proposed roadways are to be 27' wide with no right-of-way noted. Current Engineering Department standards require roadways to be a minimum of 31' wide, and a minimum right-of-way width of 60' to be able to meet on- street parking and movement requirements, as well as maintenance of utilities and pavement. Unless*

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changed to meet current standards, we will assume that the proposed roadways are to be privately owned.” The letter is signed by David W. Lear, P.E., Assistant City Engineer. The next letter is from the Finance Department, dated April 8, 2021, which reads as follows: *“I have reviewed the addresses connected with the above noted petition. As there are no outstanding amounts receivable, general or water and sewer, I have no objections to the proposal.”* The letter is signed by Connie Kumpula, Chief Accountant. The next letter is from the Treasurer’s Department, dated April 16, 2021, which reads as follows: *“In accordance with your request, the Treasurer’s Office has reviewed the address connected with the above noted petition. At this time, there are no outstanding amounts receivable for taxes. Therefore, I have no objections to the proposal.”* The letter is signed by Lynda Scheel, Treasurer. That is the extent of the correspondence.

Mr. Wilshaw: Are there any questions of the Planning Director?

Mr. Wilshaw: We do have Mr. Pastor in the audience whom I believe is representing our petitioner. I will give him a chance to unmute himself. We will need your name and address for the record please.

John Pastor, 33461 Capri Court, Livonia, MI. Good evening.

Mr. Wilshaw: Is there anyone else with you from your team?

Mr. Pastor: Not that I am aware of. I am representing Leo Soave.

Mr. Wilshaw: Great. Thank you, Mr. Pastor. Just as a reminder to our audience, tonight we are looking at rezoning request. Most of the discussion is going to be focused on the zoning of this property and what is appropriate for it, as opposed to a lot of discussion about the site plan. Although, some discussion of the conceptual site plan may come in effect, but I just wanted to set that expectation. Regardless of what happens with this tonight, the site plan would come back as a separate item. Mr. Pastor, is there anything else you would like to add from what you have heard from our planning staff already?

Mr. Pastor: No. Mark did an excellent job. I am just here to answer any questions you might have.

Mr. Wilshaw: Okay, great. Do we have any questions from any of the commissioners for our petitioner?

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Mr. Ventura: Mr. Pastor, the site has been cleared of scrubbed vegetation, but there are a lot of big trees remaining on the site. Is it the developer's intention to try and preserve the existing trees?

Mr. Pastor: It is our intention to save any and all trees that we can, except if they are in the building envelope or driveways or storm sewers or water areas.

Mr. Ventura: I have two additional questions that bare kind of on the preliminary plan that you presented. In our notes we have a note that says that another design option that you were considering were duplex units on this site. Where are you on that question?

Mr. Pastor: We want to go with the plan that is forward. We believe that this is a better product for individual homes as opposed to having homes that are conjoined together.

Mr. Ventura: I think that is more consistent with the adjacent development as well. I am happy to hear that. Also, Mr. Taormina noted that the roads, or the engineer noted that the roads don't meet the city requirements. Is it your plan to change that or is it planned to have these be private roads?

Mr. Pastor: As far as right now, he wants to put it as a private road. I don't know if you know, but Capri Court is 27 feet. It doesn't work out too bad. I believe he is doing a 27-foot at this stage.

Mr. Ventura: Thank you, Mr. Pastor.

Mr. Wilshaw: Thank you, Mr. Ventura. Any other questions for our petitioner?

Mr. Caramagno: My question is more for Mark. Mark, this property has been C-1 and when you said it got changed when?

Mr. Taormina: From all indication it has been C-1 since the late 1950's. C-2 was the original zoning, and it was sometime in the 90's that it was changed from C-2 to C-1 and it has remained that way ever since. It has been commercially zoned for nearly 60 years.

Mr. Caramagno: Has there been any other interest in putting a commercial building here and if there has, or could be, what could that be? Just a couple of examples.

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Mr. Taormina: That is great question. Of the 20 plus years that I have been with the city, I have received a handful of calls on this property. This property, as well as the property across from Jughandle were all owned together at one time. Nothing ever came to fruition on this. The credit union developed that parcel separately. Not for the last couple years have I had any calls on this particular piece of property. What could be built on it? More than likely you are looking at something similar to what you see across the street.

Mr. Caramagno: Could there be a 7-11 or a restaurant put in here?

Mr. Taormina: A convenience store is absolutely treated as a permitted use in the C-1 district. Any type of retail or office building are all permitted uses. The more intensive operations allowed under C-1, such as restaurants, would require waiver-use approval. Generally speaking, any retail business, or office use would be allowed under C-1.

Mr. Caramagno: Okay, I am just trying to weigh out what could go in there and I see nothing has gone in there for 60 years or so and thank you.

Mr. Wilshaw: Thank you, Mr. Caramagno. Any other questions for our petitioner or for our planning staff? If there are no other questions at this time, I will go to the audience and see if there is anyone that wishes to speak for or against this item? If you would like to speak, you can click the raise hand button and we will recognize you. For those who have phoned into our meeting, you can dial *9 to raise your hand. Is there anyone in our audience wishing to speak on this item? We do have one person that has raised their hand. Let me acknowledge them. They are listed as Catherine Whitten. I will give you a chance to unmute yourself so you can introduce yourself with your name and address please.

Catherine Whitten, 11751 Hunters Park Court, Livonia, MI. According to that site plan it looks like there is two units behind my house. I am the one with the pool. Is that true?

Mr. Wilshaw: Go ahead with your comment or question.

Ms. Whitten: You didn't...oh, okay. When I was looking at the site plan, it appears to me that there is two units behind my house. Is that true?

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- Mr. Wilshaw: Well, this is a conceptual plan of how the property may be laid out. We are just talking about zoning tonight, but what the petitioner has done to facilitate the zoning request is give us a conceptual plan of how the property may be laid out. It is certainly possible that this may change. This will come back to us for final review and approval at a later date of the exact layout of this development. Right now, it is possible that it could be laid out this way.
- Ms. Whitten: So, when you speak of a berm, is it going to be right on, basically, the lot line or are you going to give us a bit more room?
- Mr. Wilshaw: We can ask the petitioner that when we go back to him after we have heard all of the questions or comments from any of the audience members and find out exactly where that berm is going to be.
- Ms. Whitten: Okay.
- Mr. Wilshaw: Is there any other questions or comments that you would like to make, Ms. Whitten?
- Ms. Whitten: No. I just....so, are they going to go...it looks like it is going all the way down Hines Drive. Is that true?
- Mr. Wilshaw: It is going to use as much of the property as possible I am sure within the boundaries of the actual parcel. You can see it indicated by those yellow lines on this map.
- Ms. Whitten: You can see my house with the pool.
- Mr. Wilshaw: You are in the lower right corner.
- Ms. Whitten: Yeah, that's me. Okay. I will let someone else ask questions now. It is just concerning to us. We have put a lot of money in our homes.
- Mr. Wilshaw: Certainly. I understand. Let's see if anyone else has any questions or comments and then we will get your question answered by our petitioner afterwards. Is that okay?
- Ms. Whitten: That is fine. Thank you.

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- Mr. Wilshaw: Thank you, Ms. Whitten. Is there anyone else in our audience wishing to speak for or against this petition? If so, you can click raise hand. The folks that have phoned in to our meeting will dial *9 for that. I don't see anyone else raising their hand. At this time, Mr. Pastor, would you like to explain how the berm would work along the west property line of this development?
- Mr. Pastor: Right. You can see those lines that are going across the back of the west property line. The berm starts at that line and it comes up toward our property, as much as we can do to create a big enough berm so that it kind of shields. That is where we are going to work on a landscape plan for when we get further down the petition to actually show the landscaping that we are going to be putting on there with the trees and bushes that we are going to have on them. Remember one thing, these houses here are going to be anywhere from \$400,000 to \$500,000 approximately, is what the price range is going to be. She is going to be at least happy with the values of the homes in keeping the value of hers up as well.
- Mr. Wilshaw: I know it is still very preliminary, but...you are going to have some additional landscaping you anticipate on the berm? Do you have a feel for how high that berm will be as well?
- Mr. Pastor: I am not sure because they...as high as we possibly can. It is probably going to be anywhere from three to six because we can't go much higher. I don't think Engineering will let us go any higher than six. It is at least three.
- Mr. Wilshaw: Okay. You would have landscaping on top?
- Mr. Pastor: Yeah, that is where the trees will shield off the two residents.
- Mr. Wilshaw: Okay. Thank you. Hopefully that answers that question. Are there any other comments that you would like to make, Mr. Pastor, in regard to this petition?
- Mr. Pastor: No, sir. I am here to answer any questions and hopefully getting an approval and moving forward to a better site plan with landscaping. Looking forward to going to the next step.
- Mr. Wilshaw: Sure. I want to make it clear that we will dive into all of those details at the next step of this process. Right now we are focused on the C-1 to R-C zoning that we have before us. Is there any other questions or comments from any of our

commissioners on this petition? If not, I will close the public hearing at this time and look for a motion.

On a motion by McCue, seconded by Bongero, and unanimously adopted, it was

#05-20-2021 **RESOLVED**, That pursuant to a Public Hearing having been held by the City Planning Commission on May 18, 2021, on Petition 2021-04-01-02 submitted by Cross Wind pursuant to Section 23.01 of the City of Livonia Zoning Ordinance #543, as amended, requesting to rezone the properties at 37711, 37631 and 37601 Plymouth Road, located on the south side of Plymouth Road between Newburgh Road and Jarvis Avenue in the Southeast ¼ of Section 30, from C-1 (Local Business) to R-C (Condominium Residential), the Planning Commission does hereby recommend to the City Council that Petition 2021-04-01-02 be approved for the following reasons:

1. That the proposed change of zoning is compatible to and in harmony with the surrounding land uses and zoning districts in the area.
2. That the proposed change of zoning is consistent with the developing character of the area.
3. That the proposed change of zoning represents a reasonable and logical zoning plan for the subject property which adheres to the principles of sound land use planning.
4. That the proposed change of zoning will allow the development of a residential condominium project that can be integrated within the surrounding land uses, and
5. That the proposed zoning and use is consistent with the purposes, goals and objectives of the Zoning Ordinance, which seek to ensure compatibility and appropriateness of uses so as to enhance property values and to create and promote a more favorable environment for neighborhood use and enjoyment.

FURTHER RESOLVED, That notice of the above hearing was given in accordance with the provisions of Section 23.05 of Zoning Ordinance #543, as amended.

Mr. Wilshaw: Is there any discussion?

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

AN ORDINANCE AMENDING SECTION 30 OF THE ZONING MAP OF THE CITY OF LIVONIA AND AMENDING ARTICLE III OF ORDINANCE NO. 543, AS AMENDED, KNOWN AND CITED AS “THE CITY OF LIVONIA ZONING ORDINANCE” BY ADDING SECTION 3.____ THERETO.

THE CITY OF LIVONIA ORDAINS:

Section 1. Pursuant to the report of the City Planning Commission, dated May 18, 2021, recommending approval of Petition 2021-04-01-02, having been considered by the Council, and the Council having conducted a public hearing on June 21, 2021, on said petition, and having concurred in the recommendation of the City Planning Commission, the Council hereby adopts said Petition 2021-04-01-02 to amend the Zoning Ordinance and Zoning Map of the City of Livonia and all proceedings heretofore conducted on said petition are hereby approved.

Section 2. Article III of the City of Livonia Zoning Ordinance, Ordinance No. 543, as amended, is hereby amended by adding thereto the following section:

Section 3. Petition 2021-04-01-02 submitted by Cross Wind is hereby approved, and the zoning classification of the premises hereinafter described is hereby changed from C-1 (Local Business) to R-C (Condominium Residential):

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

The land embraced in the annexed “Supervisor’s” Livonia Plat No. 9, of part of the Northwest Corner of Lot 547, Town 1 South, Range 9 East, Livonia Twp., Wayne County, Michigan, more particularly described as: Commencing at the Northwest Corner of Lot 547; thence S. 01°33’20” E, 28.04 feet to the point of beginning; thence S. 75°52’20” E., 298.26 feet; thence S. 01°52’20” E., 99.91 feet; thence Southeasterly along a curve conc SE. 543 feet radius, 206.56 feet arc; thence S. 23°40’03” E., 87.20 feet; thence Southwesterly along a curve conc SE. 1088.97 feet radius, 23.28 feet arc, chord S. 63°27’02” W., 23.28 feet; thence S. 62°50’11.53” W., 111.72 feet; thence S. 87°56’18.66” W., 238.63 feet; thence N. 01°33’18.88” W., 522.94 feet to the point of beginning.

and the Southeast ¼ of Section 30 of the Zoning Map is hereby amended to conform to the changes made in this section.

Section 4. The attached map designated “Amendment No. ____ to the Zoning Map of the City of Livonia” showing all of the amendments and changes made in the foregoing Section 2 of this ordinance is hereby approved, established and made a part hereof.

Section 5. All ordinances or parts of ordinances in conflict herewith are hereby repealed only to the extent necessary to give this ordinance full force and effect.

Section 6. Should any portion of this ordinance be held invalid for any reason, such holding shall not be construed as affecting the validity of any of the remaining portions of this ordinance.

CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD SEPTEMBER 20, 2021

Meeting was called to order in the Auditorium of City Hall, 33000 Civic Center Drive, at 8:45 p.m. by President Kathleen McIntyre. Present: Rob Donovic; Jim Jolly, Laura Toy, Scott Bahr, Cathy White, Brandon McCullough and President Kathleen McIntyre. Absent: None

Elected and appointed officials present: Mark Taormina, Director of Planning and Economic Development; Todd Zilincik, City Engineer; Paul Bernier, City Attorney; Lori L. Miller, Deputy Clerk; LaShawn Thomas, Director of Governmental Affairs; and Sara Kasprowicz, Manager of Council Office.

Councilmember Rob Donovic led the meeting in the Invocation.

2. WAIVER PETITION: Planning Commission, re: Petition 2021-07-02-13 submitted by Leo Soave, to develop a Planned Residential Development consisting of a condominium subdivision with nineteen (19) detached single-family homes on the properties at 37711, 37631 and 37601 Plymouth Road, located on the south side of Plymouth Road between Newburgh Road and Jarvis Avenue in the Southeast ¼ of Section 30.

Mark Taormina, Director of Planning and Economic Development, presented this request to Council. He stated this property is at the Southwest corner of Plymouth and Jughandle Road. This is a 3.36 acre site, it's currently undeveloped, and as you can see from the map it's bounded on three sides by roads, Plymouth Road to the north, Jughandle to the east and then Edward Hines along the south side. The property is currently in the process of being rezoned from originally it was from C-1 to RC, Residential Condominium, with the adoption of the Livonia Vision 21 Zoning Ordinance, the zoning classification is now NM-1, which stands for neighborhood multi-family. Council gave first reading to the rezoning on July 12th, and second reading and roll call are the final steps and are on hold pending the review of this Special Waiver Use and site plan. So, the NM-1 zoning does allow condominium multiple dwellings as a permitted use subject to the review and approval of the Planning Commission and the City Council. The request this evening is for a planned residential development and the standards under this portion of the ordinance allows for reduced yard requirements to help overcome natural and other unique obstacles or constraints that pose a challenge to development under conventional design standards. And why this site qualifies clearly is because of its unique configuration, the fact that it's bounded on three sides by roads, and has a relatively narrow frontage along Plymouth Road. So, the design before you as indicated is for nineteen lots. These are all detached, single-family homes. The design shows lots that measure 40 feet by 100 feet for a total of about 4,000 square feet per lot. Again, this is a multi-family project, this is not single-family zoning, it's multi-family zoning. So this is a unique development concept under the multi-family zoning classification. All the homes would have frontage on a 24-foot wide private street that would have access from Jughandle. As you can see the street would extend about 150 feet in an

east/west direction and then turn north where it would end in a T-turn around just south of Plymouth Road. There is a sidewalk provided both along the internal residential street as well as along Plymouth Road and Jughandle Road. This is a nice addition; it would help link the sidewalks along Plymouth and Jughandle to Hines Parkway. There is a need for storm water management, in this case it would occur in the southwest corner of the site, that would be in the form of an underground pipe detention system. Included in their plans with your submittal is a fully detailed landscape plan. You can see it includes quite a bit of plantings along the north and west side to the property where the site abuts residential, single-family residential to the west. There's also a berm along that side of the property. The Master Deed and Bylaws that were submitted do comply with our minimum standards for brick, that's 65% for multi-story residences; and 80% for ranches. The Planning Commission is recommending approval of the plans as submitted. And then lastly, and I'll let the Petitioner describe the house plan, this is a typical rendering of one of the homes. These are relatively narrow homes, they're a story and a half homes for the most part, either two-bedroom or three-bedroom depending on the option selected with attached two-car garages. So, with that, Madam President, I'll be happy to answer any questions.

Councilmember Toy asked Taormina to point out Edward Hines Drive on the site plan and asked if there were four or five that backed up to Hines?

Taormina replied I'll go back to the aerial photograph and what we'll see here is there's a strip of the park property, so between the actual Edward Hines Drive and the south boundary of this site there is a setback with some trees along this area. I think these houses would be visible probably in the wintertime, but might be concealed by those trees during the summertime.

Councilmember White asked what the square footage of the homes are and Taormina replied they would range anywhere from about 1,300 square feet for the ranches and roughly 1,500 square feet for the multi-story.

Councilmember Jolly asked the Petitioner if there would be basements and John Pastor, representative from Soave Homes, replied yes, depending on what kind of car you have it might be a one-car garage or two-car garage.

President McIntyre asked Pastor to introduce himself for the record.

John Pastor, 33461 Capri Court, Livonia, Michigan, representing Leo Soave Homes stated the homes are anywhere from 1,300 to, I think it goes up to 1,500, 1,600 square foot, two-car garage with a basement, depending on which style of the home that you're going to go with. And it's also, through the Planning Commission they also asked us to work with the Engineering Department on the T-turn, kind of angle that off a little bit so it's easier for the trash pick-up company as well as any fire trucks that can actually get in there and back up and get out. Those are some of the comments that we had talked about at the Planning Commission and moving forward. Again, these price ranges are going to be anywhere from \$250,000 to \$350,000, depending

on your extras and all that stuff that you want to do. It is a newer type style of housing project that's coming up. People my age I guess want, I should say now, it's kind of scary, is it's a smaller house, smaller lot, but yet still detached. You still have your own individual place that you can mess around with your landscaping if you so desire and stuff but you can still get out of town and go to Florida or Arizona, Texas, the Caribbean, wherever you like, you know, it's just a little bit nicer to be able to come/go as you choose as opposed to being attached to one another, listening to your neighbors and all that.

Councilmember Donovic stated this sort of project really excites me. I'm looking forward to that new ordinance that we passed on zoning, how we re-envision zoning in the community, what homes look like in the community. Not everybody wants a big lot with a lot of grass. Looking at this project, you're offering a diverse option to residents to whether it be senior population or a lot of people that I know that are younger professionals that don't have the time, they may travel a lot or they may not want a large home, they want to live in a nice area, they want the nice amenities, but they don't necessarily need all the square footage. So I think this is perfect as we move forward in our community and how we look at offering our residents different diverse options and diverse residence, regardless of what age spectrum they may be on. I do have a question and just help me understand. When the road comes out to Plymouth Road right there, what was the determining factor on not opening that up, what was the thought process behind the Petitioner?

Pastor replied that has a lot to do with the County, determining with them, and also with the Planning Department on all that stuff and how we're going to get, since you also have another road right next to it and you have a road on both sides of it, to get a third collector road out there would have been really tough.

Donovic stated I'm happy that it's not open because my fear is that eventually it becomes used as a thorough way where people want to cut through to avoid a light, so I'm happy that it's not open and I'm also happy it's going to offer more green space now because some of the concerns I hear about this area, it is very wooded and making sure you try to preserve as much of that green space. And I think that may be a selling point for the future residents; they want to live near that sort of area with that sort of environment. So, I think this is great and I'm looking forward to offering our residents something like this.

Councilmember Toy asked if there was a first floor laundry in the homes and Pastor replied if you want it, you can have the first floor. Toy stated I hear a lot of residents, they want to move into a condo but they want a first floor laundry because of the stairs, that's why. Parking, you get a few people coming over, where do they park, in the street obviously?

Pastor replied as with any other neighborhood association, unfortunately these aren't designed for a lot of people to begin with, but similar to my association where I'm at, I'm on a one-street, actually we're on a twenty to twenty-four foot wide road, so again,

it's not the best but you just park wherever you can. Then we'll just park on Hines and walk up through the trees and not damage.

Toy asked how many ranches will be on the site and Pastor replied it's literally going to be up to the customers, whatever they want. They're going to start off, here's the options that we have and it all depends on who wants what. Again, I'm sure that the older crowd is going to gravitate towards the ranches and the younger crowd is going to gravitate more to the square footage.

Toy asked when you talk about three bedrooms, does that mean two up and a master down and Pastor replied yes.

Councilmember McCullough asked Taormina with the new zoning ordinance, does the lot go to ZBA on this or no, is it streamlined?

Taormina replied it's streamlined under the Planned Residential Development standards, so it affords the City Council the discretion of waiving some of the dimensional requirements.

McCullough said I think this is a great plan, using that postage stamp at Jughandle and Plymouth, a new type of housing development that is much needed in this community, assuming you get these things up, I'm sure they're going to be accounted for pretty quick, it's a great plan.

Pastor said more importantly, think about if we don't have this type of zoning in the City, that piece of property probably would be still sitting, if you think about it. So, it's a new way of innovating smaller pieces of parcel into something that can be used and is viable for the community.

McCullough said and you've got Hines right there, it's a great selling point, well done.

Vice President Bahr stated when he first saw this one of his concerns with the new zoning ordinance is how we're --- and I support the new zoning ordinance, don't get me wrong --- but I recognize it's going to make it easier to pack in these small lots more than we've done in the past and maybe I just need to get with the times. I hear what people are saying about the market for these, I have concerns about it and certainly don't like the idea of seeing these type of packed developments proliferating a lot, however, it kind of reminds me of the Haggerty Square project. I remember the comment was made when we approved that that this is a great place to try this and see how it works and that's kind of what I think when I see this. So, no further questions from what's been asked and I have concerns about this but I think this particular spot, it will be interesting to see how this neighborhood goes, and maybe this is a wave of the future, it's been a long time since we've built 1,400, 1,500 square foot homes in this city.

Pastor stated and if you also think about it, think about the size of the property and the oddity shape of that property. And if you look at Livonia, Livonia is a pretty well developed community so there's not much "open space" other than our parks.

Bahr said you guys keep finding it, though. Pastor stated we're just trying to build a better Livonia.

Councilmember Donovic said I understand my colleagues' concerns about re-envisioning how zoning looks in the future. I just know from my perspective talking to some folks that looking at developments differently and offering residents --- residents will have to move into here. I think there's going to be a very particular customer that wants that smaller lot but also wants a home with a lot of amenities. But I totally understand my colleagues' position, I do get it and it is worrisome sometimes because you look at some of our properties and it's never been like that and this is new, but I do think it's nice to offer residents that option if they want it. On that topic, since this is going to be an association, correct?

Pastor replied yes, sir.

Donovic then asked are these homes, will the lawn be maintained by an association and the snow?

Pastor replied each homeowner will handle their own, but the association takes care of all of the common areas.

Donovic asked when it comes to snowplowing in the wintertime and Pastor stated actually, that's their road, so they will be plowing their own.

Donovic confirmed that the association will be handling the snow removal of their own road and Pastor replied yes. Pastor went on to say if this were a big 23-acre parcel, different story. I'm all in agreement with you, there's no way I would be doing these postage sized lots and all the stuff on there. But these oddity lots, that's where I think this is a very good product and fills in some of these areas that people wouldn't even look at. And that's what we're doing, we're finding people and finding lots to think out of the box.

President McIntyre asked if these homes come with lake privileges and is there an automatic membership in the Lake Pointe Yacht Club and Pastor replied they're still conferring on that.

Councilmember Toy offered an approving resolution for the Regular Agenda.

DIRECTION:

APPROVING

REGULAR



LETTER TO THE LIVONIA CITY COUNCIL

1.

Planning
September 1, 2021

MEETING DATE

September 20, 2021

PREPARED BY

Stephanie Reece, Program Supervisor,

AGENDA ITEM

WAIVER PETITION: Planning Commission, re: Petition 2021-07-02-13 submitted by Leo Soave, to develop a Planned Residential Development consisting of a condominium subdivision with nineteen (19) detached single-family homes on the properties at 37711, 37631 and 37601 Plymouth Road, located on the south side of Plymouth Road between Newburgh Road and Jarvis Avenue in the Southeast $\frac{1}{4}$ of Section 30.

BACKGROUND

RECOMMENDATION

At the 1,175th Public Hearing and Regular Meeting held by the City Planning Commission on August 31, 2021, the following resolution was unanimously adopted:

#08-45-2021 RESOLVED, That pursuant to a Public Hearing having been held by the City Planning Commission on August 31, 2021, on Petition 2021-07-02-13 submitted by Leo Soave requesting special waiver use approval to develop a Planned Residential Development pursuant to Article XX of the City of Livonia Zoning Ordinance #543, as amended, consisting of a condominium subdivision with nineteen (19) detached single-family homes on the properties at 37711, 37631 and 37601 Plymouth Road, located on the south side of Plymouth Road between Newburgh Road and Jarvis Avenue in the Southeast $\frac{1}{4}$ of Section 30, the Planning Commission does hereby recommend to the City Council that Petition 2021-07-02-13 be approved subject to the following conditions:

1. That the Master Deed and bylaws complies with the requirements of the Zoning Ordinance and the Subdivision Control Ordinance, Title 16, Chapter 16.04-16.40 of the Livonia Code of Ordinances.
2. That the Site Plan identified as Sheet Number CS-100. 1, dated August 2, 2021, as revised, prepared by Angle Design & Engineering is hereby approved and shall be adhered to.
3. That the Landscape Planting Plan and Landscape Notes and Details identified as LP-1 and LP-2, respectively, both dated July 27, 2021, prepared by Nagy Devlin Land Design, are hereby approved and shall be adhered to.
4. That all disturbed lawn areas, including road rights-of-way, shall be sodded in lieu of hydroseeding.

5. That underground sprinklers are to be provided for all landscaped and sodded areas and all planted materials shall be installed to the satisfaction of the Inspection Department and thereafter permanently maintained in a healthy condition.
6. That streetlights and sidewalks shall be installed throughout the development to the satisfaction of the Engineering Department.
7. In the event of a conflict between the provisions set forth in the Master Deed and bylaws and the requirements set forth in the City of Livonia Zoning Ordinance, the Zoning Ordinance requirements shall prevail, and the petitioner shall comply with the Zoning Ordinance requirements.
8. That the petitioner shall include language in the Master Deed and bylaws or a separate recordable instrument wherein the condominium association shall reimburse the City of Livonia for any maintenance or repair costs incurred for the storm water detention/retention and outlet facilities.
9. That the petitioner shall comply to the satisfaction of the Department of Public Safety, Livonia Fire and Rescue the stipulations as outlined in the correspondence dated August 4, 2021.
10. The developer and all contractors and subcontractors shall employ best management practices to prevent, reduce and mitigate the problems associated with soil erosion and airborne dirt and dust from migrating off-site, including provisions for erosion control barriers, daily street sweeping, watering, and halting earthwork activities on days when the wind conditions are likely to cause a problem.
11. That only a conforming entrance marker is approved with this petition, and any additional signage shall be separately submitted for review and approval by the Zoning Board of Appeals.
12. That all required cash deposits, certified checks, irrevocable bank letters of credit and/or surety bonds shall be deposited with the City prior to the issuance of engineering permits for this site condominium development; and
13. Pursuant to the Zoning Ordinance of the City of Livonia, this approval is valid for a period of one (1) year only from the date of approval by City Council, and unless a building permit is obtained, this approval shall be null and void at the expiration of said period.

FURTHER RESOLVED, That notice of the above hearing was given in accordance with the provisions of Section 19.05 of Zoning Ordinance #543, as amended.

Due to the timing of the project and the change of weather in the near future, the petitioner has requested a seven-day waiver as follows:

#08-46-2021 RESOLVED, , that the City Planning Commission does hereby determine to waive the provisions of Section 10 of Article VI of the Planning Commission Rules of Procedure, regarding the effective date of a resolution after the seven-day period from the date of adoption by the Planning Commission, in connection with Petition 2021-07-02-13 submitted by Leo Soave requesting special waiver use approval to develop a Planned Residential Development pursuant to Article XX of the City of Livonia Zoning Ordinance #543, as amended, consisting of a condominium subdivision with nineteen (19) detached single-family homes on the properties at 37711, 37631 and

37601 Plymouth Road, located on the south side of Plymouth Road between Newburgh Road and Jarvis Avenue in the Southeast ¼ of Section 30.

FISCAL CONSIDERATION

N/A

ATTACHMENTS

1. 2021-07-02-13_Hines Place_E-COUNCIL Pkt
2. 2021-07-02-13_Hines Place_Email from resident added to CC

APPROVED BY



Date: September 02, 2021

Mark Taormina, Planning and Economic Development
Director



Date: September 02, 2021

Maureen Miller Brosnan, Mayor

From: [Simmons, Jennifer](#)
To: [Taormina, Mark](#)
Cc: [Reece, Stephanie](#); [Mayor Staff](#)
Subject: FW: PLANNING COMMISSION AGENDA
Date: Thursday, September 9, 2021 4:39:58 PM

Jennifer Simmons

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

From: Bryan Garchar <bryan.garchar@gmail.com>
Sent: Thursday, September 9, 2021 4:38 PM
To: McIntyre, Kathleen <kmcintyre@livonia.gov>; Bahr, Scott <sbahr@livonia.gov>; Donovic, Rob <rdonovic@livonia.gov>; Jolly, Jim <jjolly@livonia.gov>; McCullough, Brandon <bmccullough@livonia.gov>; Toy, Laura <ltoy@livonia.gov>; White, Cathy <cwhite@livonia.gov>
Cc: Mayor Maureen Miller Brosnan <mayor@livonia.gov>
Subject: Fwd: PLANNING COMMISSION AGENDA

Hello, I couldn't attend the August 31st meeting to make my opinions heard on the item highlighted below. My thoughts on this are that ideally this area be left natural or with minimal development due to the proximity of the park and the continued removal of green space in our community.

I understand the need for continued tax revenue, but I think in some of these cases the surrounding property values will be negatively affected, offsetting some of the benefit. My idea for continued residential development would be to look at rezoning some of the vacant commercial properties throughout the city.

The following article is another thing to take into consideration when granting zoning variances, etc.

<https://www.hometownlife.com/story/news/local/livonia/2021/08/31/livonia-residential-flooding-issues-highlight-big-stormwater-problem/5617889001/>

Thanks for your time and consideration.

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

From: **City of Livonia** <listserv@civicplus.com>
Date: Fri, Aug 27, 2021 at 8:32 AM
Subject: PLANNING COMMISSION AGENDA
To: <bryan.garchar@gmail.com>

AGENDA
CITY PLANNING COMMISSION
CITY OF LIVONIA
TUESDAY, AUGUST 31, 2021

1,175th Public Hearing and Regular Meeting 7 p.m.

PUBLIC HEARING ITEMS

1. Petition 2021-07-02-13 submitted by Leo Soave requesting special waiver use approval to develop a Planned Residential Development pursuant to Article XX of the City of Livonia Zoning Ordinance #543, as amended, consisting of a condominium subdivision with nineteen (19) detached single-family homes on the properties at 37711, 37631 and 37601 Plymouth Road, located on the south side of Plymouth Road between Newburgh Road and Jarvis Avenue in the Southeast ¼ of Section 30.

2. Petition 2021-08-03-02 submitted by the City of Livonia Planning Commission pursuant to Section 12.08 of the Livonia Code of Ordinances, as amended, to determine whether or not to vacate a portion of a 50-foot-wide drain easement (Livonia Drain No. 1) at 11850 Mayfield Avenue, located on the east side of Mayfield Avenue between Plymouth Road and Capitol Road in the Southwest ¼ of Section 27.

MISCELLANEOUS

3. Approval of the Minutes of the 1,174th Public Hearings and Regular Meeting held by the Planning Commission on August 17, 2021.

In accordance with Title II of the American with Disabilities Act as it pertains to access to Public Meetings, the City Clerk's Office of the City of Livonia, upon adequate notice, will make reasonable accommodations for persons with special needs. If you need assistance, please call (734) 466-2236 or email Clerk@ci.livonia.mi.us.

City of Livonia, Michigan - Ph: (734) 466-2200
33000 Civic Center Drive, Livonia, Michigan 48154
[Unsubscribe](#)

Petition 2021-07-02-13 submitted by Leo Soave requesting special waiver use approval to develop a Planned Residential Development pursuant to Article XX of the City of Livonia Zoning Ordinance #543, as amended, consisting of a condominium subdivision with nineteen (19) detached single-family homes on the properties at 37711, 37631 and 37601 Plymouth Road, located on the south side of Plymouth Road between Newburgh Road and Jarvis Avenue in the Southeast ¼ of Section 30.

**CITY OF LIVONIA, MICHIGAN
APPLICATION FOR WAIVER USE APPROVAL**

All applications must be presented in triplicate to the City Clerk, 33000 Civic Center Drive, Livonia, MI 48154-3097. Applications must include property owner's name, address and notarized signature.

Filing fee = \$600.00 plus \$20.00 for each 1,000 sq. ft. of gross floor area of new construction.

Date Filed: 7-28-21 Petition 2621-07-02-13
 Site Address: 27771, 37631 + 37601 Plymouth Rd Sidewalk 46-120-02-0547-000, 46-120-02-0548-000
46-120-02-0549-000 Zoning of Property _____
 Requesting Approval To _____

Applicant: Leo Soave Business/Company: _____
 Applicant's Address: 37771 7 Mile St City: Livonia State: MI Zip Code: 48152
 Applicant's Phone # (586) 219-7880 Applicant's Email Stacey@ksflawoffice.com
 Contact Person: Leo Soave Business/Company: _____
 Contact's Address: 37771 7 Mile St City: Livonia State: MI Zip Code: 48152
 Contact's Phone # (586) 219-7880 Contact's Email Stacey@ksflawoffice.com

Please provide the following information:

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

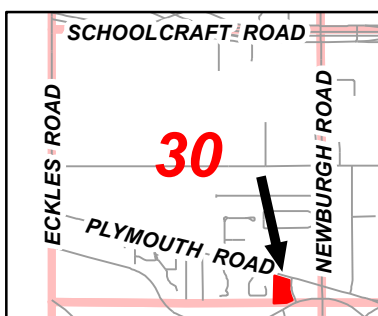
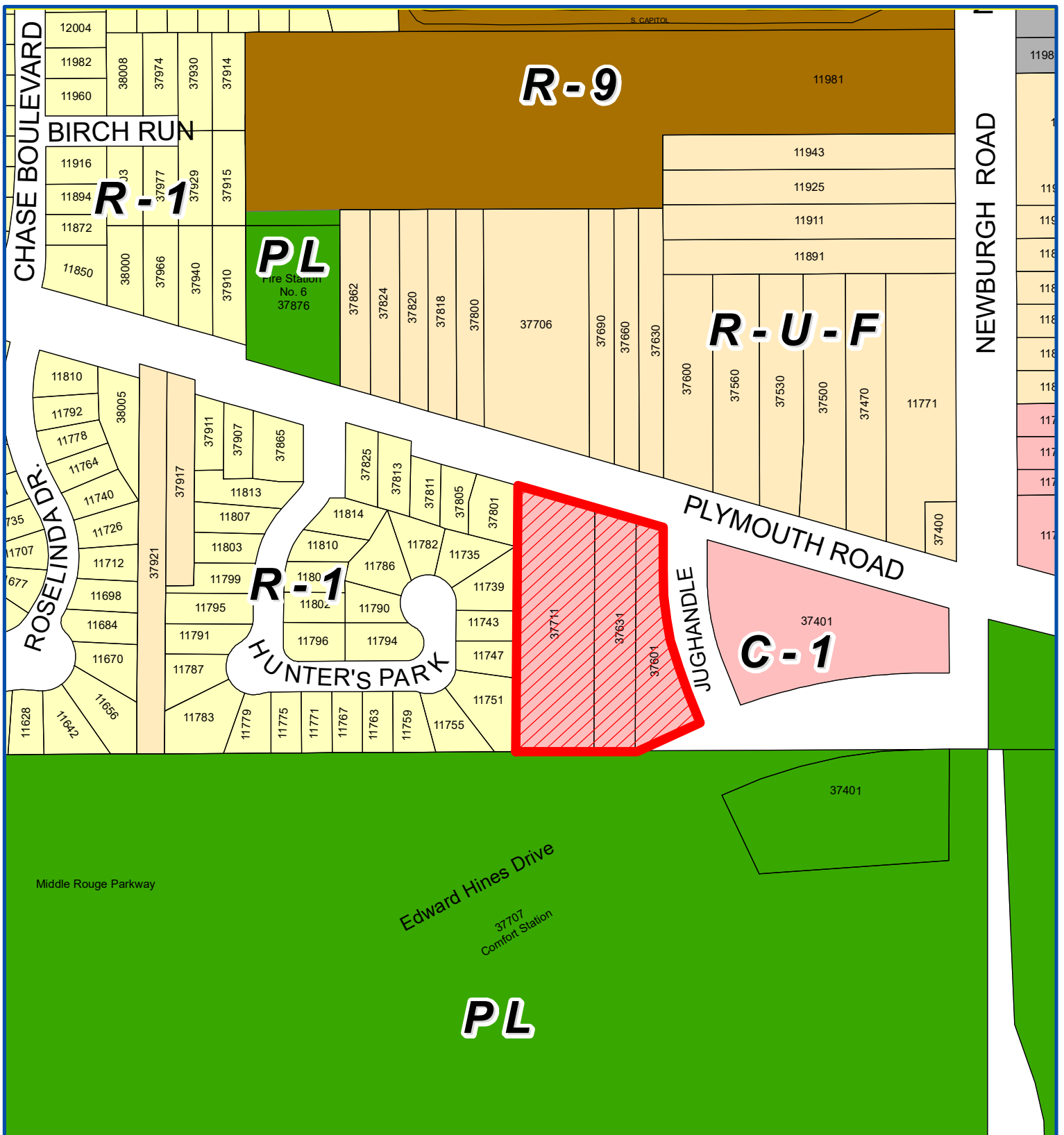
RECEIVED
 JUL 28 2021
 CITY OF LIVONIA
 PLANNING COMMISSION

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

FEE COMPUTATION	\$600.00
_____ sq. ft. of new construction x \$20.00 per 1,000 sq. ft.	
(NOTE: Round off to nearest 1,000)	+
Total Amount Due	\$ _____

Owner of Property: Crosswind Court Subdivision Inc
 Owner's Address: 37771 7 Mile St City: Livonia State: MI Zip Code: 48152
 Owner's Phone # (586) 219-7880 Owner's Email Stacey@ksflawoffice.com
 Signature of Owner: [Signature] Print Name: Leo Soave
 Subscribed and sworn to before me, a Notary Public in and for the County of Wayne State of Michigan
 on this 28th day of July 20 21
 Signature of Notary Stacey Lynn Roberts My commission expires 11-11-25
 Acting in the County of Wayne





Address & Zoning Map

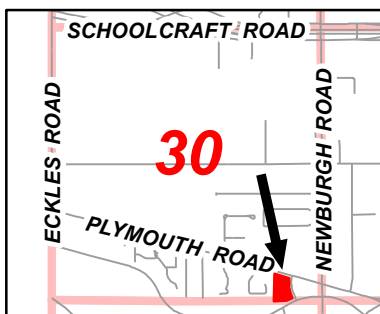
Petition 2021-07-02-13
Hines Place Condominium
37711, 37631 & 37601 Plymouth Road
to develop a Planned Residential Development



Not to Scale



City of Livonia
Planning Department



Aerial Map

Petition 2021-07-02-13
Hines Place Condominium
37711, 37631 & 37601 Plymouth Road
to develop a Planned Residential Development



Not to Scale



City of Livonia
Planning Department

PLANNING COMMISSION STAFF NOTES

PUBLIC HEARING

ITEM 1

Petition 2021-07-02-13 submitted by Leo Soave requesting special waiver use approval to develop a Planned Residential Development pursuant to Article XX of the City of Livonia Zoning Ordinance #543, as amended, consisting of a condominium subdivision with nineteen (19) detached single-family homes on the properties at 37711, 37631 and 37601 Plymouth Road, located on the south side of Plymouth Road between Newburgh Road and Jarvis Avenue in the Southeast $\frac{1}{4}$ of Section 30.

August 24, 2021: Study Meeting:

This request for special waiver use approval involves a Planned Residential Development (PRD) pursuant to Article XX of the Zoning Ordinance No. 543, amended, and Section 5.02 of Livonia Vision 21 Zoning Ordinance No. 3159. The site is comprised of 3.36 acres of undeveloped land bounded on three (3) sides by public roads, including 298 feet of frontage on Plymouth Road to the north, 395 feet along Jughandle Road to the east, and approximately 136 feet along Edward Hines Parkway to the south. The C-1-zoned property is currently in the process of being changed to R-C, Condominium Residential. City Council gave First Reading to the rezoning on July 12, 2021. Second Reading and Roll Call, the final steps in the rezoning process, are on hold pending a review of the special waiver use and site plan. With the adoption of the Livonia Vision 21 Zoning Ordinance, the new zoning district for this site will become NM1, Neighborhood Multifamily.

R-C and NM1 zoning allows condominium multiple dwellings as a permitted use subject to review and approval by the Planning Commission and City Council. Approval under the PRD option allows for reduced yard requirements to help overcome natural and other unique obstacles or constraints that pose challenges to land development under conventional design standards.

Hines Place is being proposed as a detached condominium subdivision utilizing the PRD standards of Section 20.02 under the current ordinance and Section 5.02 under the LV21 Zoning Ordinance. In both cases, the purpose of the PRD is not to increase density. The number of units is limited to what would normally be achieved using conventional design standards. In the case of the R-C District, maximum allowable density is calculated according to the minimum land area per unit. The amount of land area per unit varies depending on the number of bedrooms. For one-bedroom units, the minimum required land area per unit is 3,600 square feet, which translates to a density of twelve (12) dwelling units per acre. For two-bedroom units, the requirement is 4,350 square feet of land per unit, which equals ten (10) dwelling units per acre. And for three- and four-bedroom units, the minimum land area requirements are 5,400 square feet and 7,200 square feet, respectively, which represents eight (8) and six (6) dwelling units per acre. Thus, on the subject 3.36-acre site, the maximum number of two-

bedroom dwellings would be thirty-four (34), and the maximum number of three-bedroom dwellings would be twenty-seven (27). The site plan shows nineteen (19) units which translates to 5.65 dwelling units per acre—well below the allowable density. In the case of the NM1 District, there is no minimum land area per unit, and thus, density is a function of the other design standard, namely lot coverage, which is limited to twenty-five percent (25%).

Additionally, under the PRD option, there are no minimum lot size requirements. The current design concept shows most of the lots measuring forty feet (40') in width by 100 feet in depth for a total area of 4,000 square feet. It is important to keep in mind that Hines Place is not a single-family cluster project and is therefore not subject to the requirements of Section 20.02A. Instead, it is a multiple-family development utilizing the PRD's flexible design standards. Rather than attaching the units as is typical with most multi-family projects, the design objective with Hines Place is to offer single family homes on compact-sized lots. The major advantage of the PRD is that it eliminates the need for setback variances. Under conventional R-C design standards, the homes would have to be setback a minimum of 75 feet from the right-of-way of Plymouth Road. On Units 1 and 19, the plans show the homes having a setback of 39 feet and 30 feet, respectively.

All the homesites would front on a twenty-four foot (24') wide private street that would have access from Jughandle Road. The proposed street would extend approximately 150 feet in an east/west direction from Jughandle Road, then turn north and continue for approximately 280 feet where it would end in a T-turnaround just south of Plymouth Road. A sidewalk is provided in front of all the lots and this new sidewalk system would join with new public sidewalks that would be provided along both Plymouth and Jughandle Roads.

Management of the development's storm runoff would occur in the southwest corner of the site in the form of an underground piped detention system. According to correspondence from the City's Engineering Department, the proposed development is currently serviced by public water main, storm and sanitary sewers. Most of the systems are owned by Wayne County, with the exception of one small section of water main that is owned by the City. Prior to obtaining permits for the proposed development, the petitioner will need to submit plans to Wayne County (and possibly the City) for permitting of utility connections.

A fully detailed landscape plan (LP-1) is included showing a variety of plantings in several areas, including along the site's frontages on Plymouth and Jughandle Roads and on the berm along the west side of the property line where it abuts the adjacent Hunter's Park residential development. Also shown is a single street tree that would be planted in the front yard of each unit. The landscape plan indicates the type, quantities and size of plant materials. A note should be added to the plan indicating that sod would be used on all areas identified as

lawn. The Landscape Planting Notes indicate that *“Landscape areas shall be irrigated by an automatic underground irrigation system.”*

With respect to the entry details, residential subdivisions are allowed one (1) identification sign measuring no more than twenty (20) square feet in sign area and five feet (5') in height. The sign must be located at least ten feet (10') from any right-of-way line and erected on private subdivision property only in yards adjacent to streets at the entrance to the subdivision.

The following paragraphs are sections from the submitted Master Deed and Bylaws pertaining to the size and type of homes proposed for Hines Place.

Section 7.6(a): Construction Materials. Each residence shall be finished with wood, masonry (brick or stone), or vinyl exterior with a minimum of 65% of the exterior shall be finished in brick or stone for multi-story residences and 80% of the exterior shall be finished in brick or stone for one story residences. Exposed chimneys shall have an exterior finish of brick or stone and on all other visible improvements shall be finished with wood, brick, stone, or vinyl. Roofs must be of shingle construction using fiberglass or asphalt shingles. Driveways may be of brick or cement. All exterior paints, stains, and material colors must be shown as part of the plan submitted for approval, and samples shall be furnished to the Review Committee on request.

Section 7.6(b): Size and Space Requirements. No residence shall be constructed on any Unit with less than the following sizes of finished living areas (as calculated on exterior dimensions), exclusive of decks, porches, patios, garages, and basements (whether full basements, daylight basements, or walkout basements):

- One-story home (Ranch) – 1,300 square feet
- Multi-story home (Cape Cod or Colonial) – 1,500 square feet

Section 7.6(c): Improvements and Outbuildings. Each residence must be equipped with an attached front entry garage of not less than two stalls and outside parking for a minimum of two vehicles shall be provided on or along the driveway. One additional detached structure of a size as determined by the Review Committee will be permitted for storage or accessory garage space.

The Petitioner is finalizing drawings showing the elevations and floor plans of the homes, which should be available prior to the voting meeting.

PUBLIC HEARING

August 31, 2021: Public Hearing:

Approving Resolution: That the request to develop a Planned Residential Development (Hines Place) consisting of nineteen (19) site condominium lots, on the properties at 37711, 37631 and 37601 Plymouth Road is hereby approved, subject to City Council approval and the following conditions:

1. That the Master Deed and bylaws complies with the requirements of the Zoning Ordinance and the Subdivision Control Ordinance, Title 16, Chapter 16.04-16.40 of the Livonia Code of Ordinances.
2. That the Site Plan identified as Sheet Number CS-100. 1, dated August 2, 2021, as revised, prepared by Angle Design & Engineering is hereby approved and shall be adhered to.
3. That the Landscape Planting Plan and Landscape Notes and Details identified as LP-1 and LP-2, respectively, both dated July 27, 2021, prepared by Nagy Devlin Land Design, are hereby approved and shall be adhered to.
4. That all disturbed lawn areas, including road rights-of-way, shall be sodded in lieu of hydroseeding.
5. That underground sprinklers are to be provided for all landscaped and sodded areas and all planted materials shall be installed to the satisfaction of the Inspection Department and thereafter permanently maintained in a healthy condition.
6. That streetlights and sidewalks shall be installed throughout the development to the satisfaction of the Engineering Department.
7. In the event of a conflict between the provisions set forth in the Master Deed and bylaws and the requirements set forth in the City of Livonia Zoning Ordinance, the Zoning Ordinance requirements shall prevail, and the petitioner shall comply with the Zoning Ordinance requirements.
8. That the petitioner shall include language in the Master Deed and bylaws or a separate recordable instrument wherein the condominium association shall reimburse the City of Livonia for any maintenance or repair costs incurred for the storm water detention/retention and outlet facilities.

PUBLIC HEARING

ITEM 1 Petition 2021-07-02-13 – Hines Place Condominium

Page 5

9. That the petitioner shall comply to the satisfaction of the Department of Public Safety, Livonia Fire and Rescue the stipulations as outlined in the correspondence dated August 4, 2021.
10. The developer and all contractors and subcontractors shall employ best management practices to prevent, reduce and mitigate the problems associated with soil erosion and airborne dirt and dust from migrating off-site, including provisions for erosion control barriers, daily street sweeping, watering, and halting earthwork activities on days when the wind conditions are likely to cause a problem.
11. That only a conforming entrance marker is approved with this petition, and any additional signage shall be separately submitted for review and approval by the Zoning Board of Appeals.
12. That all required cash deposits, certified checks, irrevocable bank letters of credit and/or surety bonds shall be deposited with the City prior to the issuance of engineering permits for this site condominium development; and
13. Pursuant to the Zoning Ordinance of the City of Livonia, this approval is valid for a period of one (1) year only from the date of approval by City Council, and unless a building permit is obtained, this approval shall be null and void at the expiration of said period.

Denying Resolution: That this request to develop a Planned Residential Development consisting of nineteen (19) site condominium lots, on the properties at 37711, 37631 and 37601 Plymouth Road is denied for the following reasons

1. That the petitioner has failed to affirmatively show that the proposed use complies with all the special and general waiver use standards of the Zoning Ordinance.
2. That the petitioner has failed to demonstrate a need to use a Planned Residential Development as opposed to conventional single family residential subdivision development to develop the subject property; and
3. That the proposed use is incompatible to and not in harmony with the surrounding uses in the area.

PROPOSED HINES PLACE CONDOMINIUM

PROPERTY DESCRIPTIONS

EXISTING PARCELS
PARCEL 120-02-0547-000:
LOT 547 EXCEPT THE NORTH 27 FEET OF SUPERVISOR'S LIVONIA PLAT NO. 9 OF PART OF THE S.E. 1/4 OF SECTION 30, T. 1 S., R. 9 E., CITY OF LIVONIA, WAYNE COUNTY, MICHIGAN AS RECORDED IN LIBER 66 OF PLATS, PAGE 60, WAYNE COUNTY RECORDS.

PARCEL 120-02-0548-000:
LOT 548 EXCEPT THE NORTH 27 FEET OF SUPERVISOR'S LIVONIA PLAT NO. 9 OF PART OF THE S.E. 1/4 OF SECTION 30, T. 1 S., R. 9 E., CITY OF LIVONIA, WAYNE COUNTY, MICHIGAN AS RECORDED IN LIBER 66 OF PLATS, PAGE 60, WAYNE COUNTY RECORDS.

PARCEL 120-02-0549-002:
PART OF LOT 549 OF SUPERVISOR'S LIVONIA PLAT NO. 9 OF PART OF THE S.E. 1/4 OF SECTION 30, T. 1 S., R. 9 E., CITY OF LIVONIA, WAYNE COUNTY, MICHIGAN AS RECORDED IN LIBER 66 OF PLATS, PAGE 60, WAYNE COUNTY RECORDS. DESCRIBED AS BEGINNING S 01°31'25" E 28.04 FEET FROM NW COR OF LOT 549 THENCE S 75°52'20" E 55.70 FEET; THENCE S 01°52'20" E 99.91 FEET; THENCE SOUTHERLY ALONG A CURVE CONCAVE TO NE 543 FOOT RADIUS, 206.56 FEET; THENCE S 23°40'03" E 87.20 FEET; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE SE 1086.51 FOOT RADIUS 23.28 FEET, ARC CHORD S 63°27'02" W 23.28 FEET; THENCE S 62°50'11" W 111.72 FEET; THENCE S 87°56'15" W 5.34 FEET; THENCE N 01°31'25" W 455.31 FEET TO THE POB.

NEW CONDOMINIUM DESCRIPTION

PART OF LOTS 547, 548 AND 549 OF SUPERVISOR'S LIVONIA PLAT NO. 9 OF PART OF THE S.E. 1/4 OF SECTION 30, T. 1 S., R. 9 E., CITY OF LIVONIA, WAYNE COUNTY, MICHIGAN AS RECORDED IN LIBER 66 OF PLATS, PAGE 60, WAYNE COUNTY RECORDS. DESCRIBED AS COMMENCING AT THE SOUTHEAST CORNER OF SECTION 30, THENCE S 87°56'15" W 687.36 FEET ALONG THE SOUTH LINE OF SECTION 30 TO THE POINT OF BEGINNING; THENCE S 87°56'15" W 238.62 FEET ALONG THE SOUTH LINE OF SECTION 30 TO THE WEST LOT LINE OF LOT 547 AND THE EAST LINE OF "HUNTERS PARK ESTATES CONDOMINIUM" AS RECORDED IN L. 42274, P. 171 WAYNE COUNTY RECORDS; THENCE N 01°33'20" W 522.94 FEET ALONG THE WEST LINE OF LOT 547; THENCE S 75°52'20" E 298.25 FEET; THENCE S 01°52.20" E 99.91 FEET; THENCE SOUTHEASTERLY 206.55 FEET ALONG A 543.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS S 12°46'12" E 205.31 FEET; THENCE S 23°40'03" E 87.20 FEET; THENCE THENCE SOUTHWESTERLY 23.28 FEET ALONG A 1086.51 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS S 63°28'30" W 23.27 FEET; THENCE S 62°50'11" W 111.72 FEET TO THE POINT OF BEGINNING. CONTAINING 3.36 ACRES

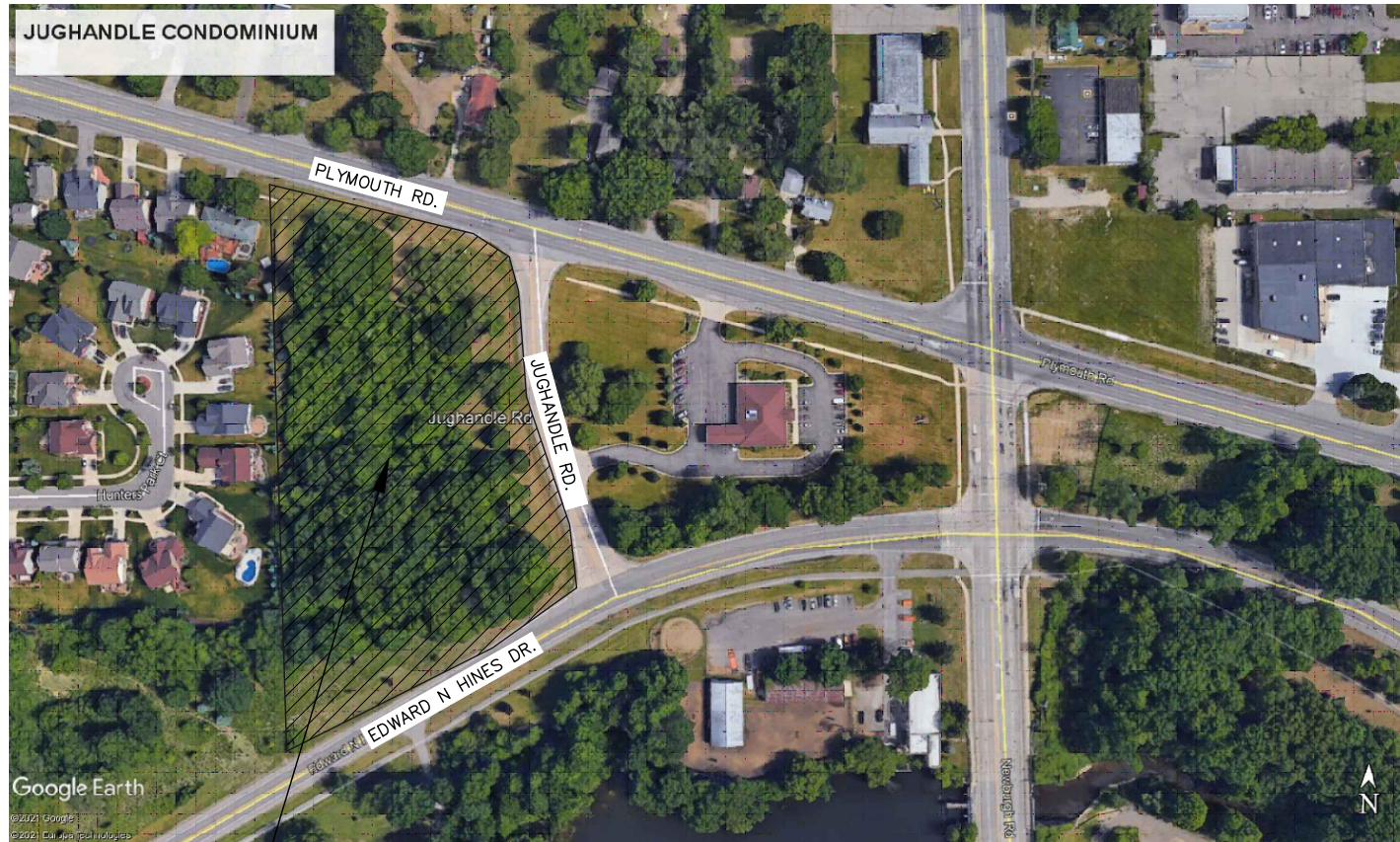
NOTE:

- ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CURRENT STANDARDS, SPECIFICATIONS, AND GENERAL CONDITIONS OF THE CITY OF LIVONIA.
- DEVELOPER/CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL REQUIRED PERMITS FROM AGENCIES HAVING JURISDICTION ON THIS PROJECT PRIOR TO STARTING ANY WORK.
- PRIVATE STRUCTURE COVERS SHALL NOT CONTAIN THE CITY OF LIVONIA LOGO.

STNADARD CONSTRUCTION NOTES:

GENERAL

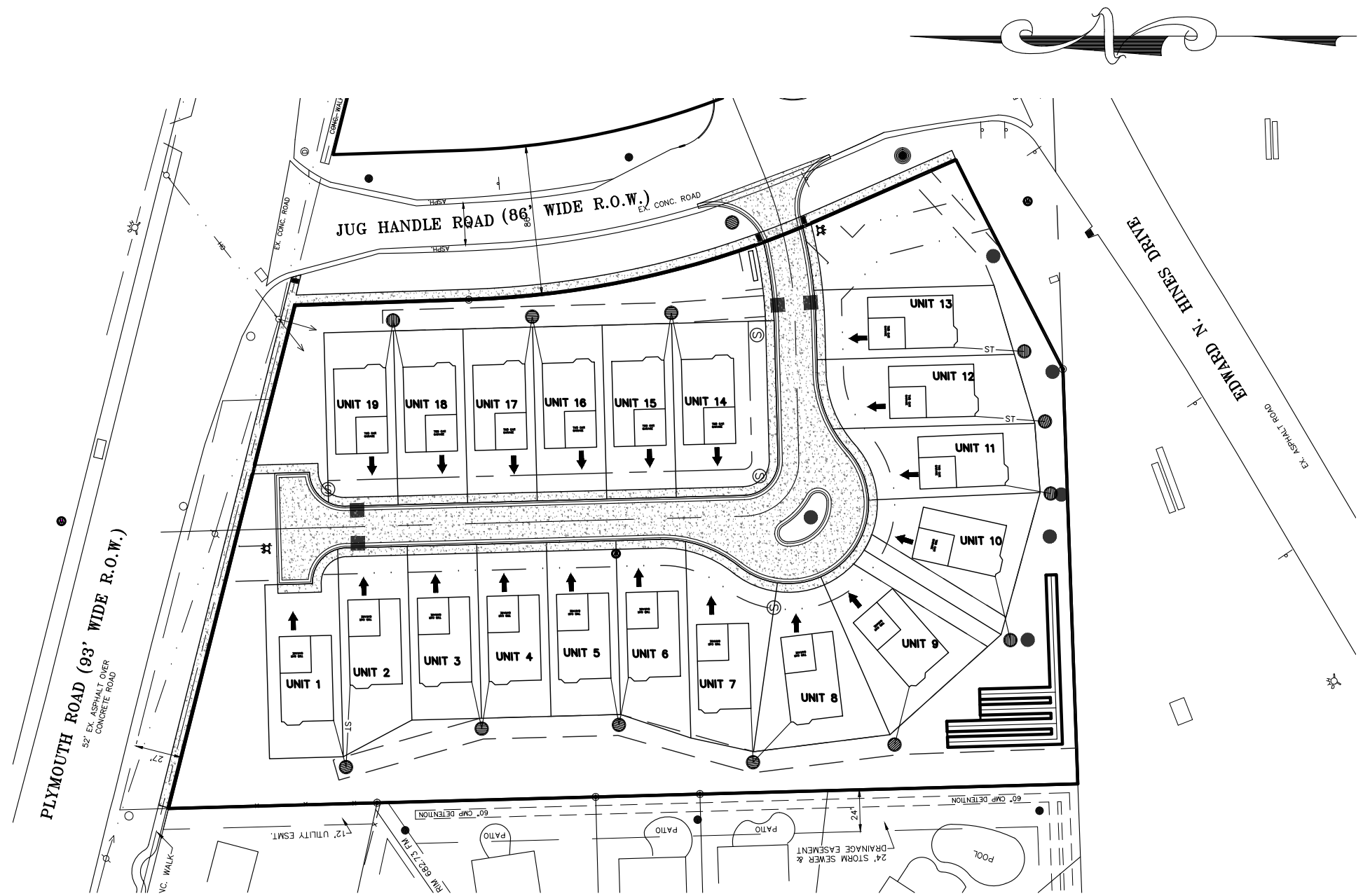
- ALL WORK AND MATERIALS SHALL BE IN ACCORDANCES WITH THE CURRENT SPECIFICATIONS AND STANDARD DETAILS OF THE CITY OF LIVONIA.
- NOTIFY THE CITY OF LIVONIA ENGINEERING DIVISION (734) 466-2570 A MINIMUM OF 48 HOURS PRIOR TO THE START OF CONSTRUCTION.
- CALL MISS DIG (1-800-647-7344/ 1-800-MISS DIG) A MINIMUM OF 72 HOURS PRIOR TO THE START OF CONSTRUCTION.
- STORM SEWERS, DRAINAGE STRUCTURES, RISERS, OUTLETS, ETC. UNDER WAYNE COUNTY JURISDICTION SHALL BE WAYNE COUNTY TESTED MATERIAL. THE MANUFACTURERS MUST CONTACT THE WAYNE COUNTY TESTING OFFICE (734) 595-6504 EXT 2015 AT LEAST 72-HOURS PRIOR TO FABRICATION TO SCHEDULE INSPECTION DURING FABRICATION.
- PLACE THE PROPOSED UTILITIES UNDER WAYNE COUNTY JURISDICTION PER SEWER TRENCH "A" DETAIL OR SEWER TRENCH "B" DETAIL IN THE WAYNE COUNTY DETAIL S-12 OR AS DIRECTED BY THE COUNTY ENGINEER.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ANY AND ALL DAMAGE TO EXISTING UNDERGROUND UTILITIES CAUSED BY THIS OPERATIONS.
- TRENCHES UNDER OR WITHIN 3 FEET OF EXISTING OR PROPOSED PAVEMENTS, DRIVEWAYS, AND/OR SIDEWALKS SHALL BE BACKFILLED AND COMPACTED WITH M.D.O.T. CLASS II SAND.
- WHERE UTILITIES CROSS, PROVIDE POROUS BACKFILL TAMPED IN 12" LAYERS TO THE UNDERSIDE OF THE HIGHER UTILITY. A 6" MIN. SAND CUSHION SHALL BE PROVIDED BETWEEN UTILITIES.
- ALL SEWER CONSTRUCTION SHALL HAVE M.D.O.T. CLASS II SAND.
- ALL DRIVEWAYS, DRAIN TILE, CULVERTS AND OTHER FACILITIES REMOVED, DESTROYED, DAMAGED OR OTHERWISE DISTURBED BY THE WORK SHALL BE REPLACED AND/OR RESTORED TO THEIR ORIGINAL CONDITION BY THE CONTRACTOR.
- ALL SOIL EROSION AND SILT MUST BE CONTROLLED AND CONTAINED ON SITE.



SITE LOCATION

LOCATION MAP

REFER TO SHEET CU-103 FOR WAYNE COUNTY DPS GENERAL NOTES



SITE DATA:
GROSS AREA 3.36 ACRES

SITE ZONING:
EXISTING ZONING DISTRICT "C-1"
PROPOSED ZONING DISTRICT "R-C"

TOTAL NUMBER OF LOTS 19

BENCHMARK

B.M. 70-50 ELEV.=672.27 (USC&GS-WAYNE COUNTY)
BRONZE DISC IN TOP OF CONCRETE POST AT S.W. CORNER OF INTERSECTION OF NEWBURGH ROAD AND HINES DRIVE.
B.M. IS 57" W. OF CENTERLINE OF NEWBURGH AND 57" S. OF CENTERLINE OF HINES DRIVE

B.M. #1 ELEV.=673.61 (USC&GS DATUM)
SET R/R SPIKE IN THE N. FACE OF UTIL. POLE AT THE S.W. CORNER OF HINES AND JUGHEAD RD.

Sheet List Table

Sheet Number	Sheet Title
CS1-100	COVER SHEET
CS-100	SITE PLAN
CG-100	GRADING PLAN
CG-101	DRAINAGE AREA PLAN
CU-100	UTILITY PLAN
CU-101	STORM SEWER PLAN
CU-102	STORM SEWER CALCULATIONS
CU-103	WAYNE COUNTY DETAILS
CU-104	CITY NOTES
CU-200	WATER PROFILES
CU-300	SANITARY SEWER PROFILES
CU-400	STORM PROFILES
CU-401	STORM PROFILES
CS-300	SOIL EROSION AND SEDIMENTATION
CS-400	EXHIBIT A & B

REFERENCE DRAWINGS

- BOUNDARY AND TOPOGRAPHICAL SURVEY

UNDERGROUND DETENTION SYSTEM:

- CONTECH DETAILS SHEETS (5 SHEETS)

NAGY DEVLIN LAND DESIGN

- LP-1 LANDSCAPE PLANTING PLAN
- LP-2 LANDSCAPE NOTES & DETAILS

CITY OF LIVONIA DETAIL SHEETS:

- WATER MAIN DETAIL SHEETS
- STORM SEWER DETAIL SHEETS
- SANITARY SEWER DETAIL SHEETS
- SESC DETAIL SHEET
- CONCRETE PAVEMENT DETAIL SHEETS
- SIDE WALK AND APPROACH DETAIL SHEETS

LEGEND

- = PROP. GV & W; OR T S V & W
- = EX. GV & W; OR T S V & W
- ⊗ = PROP. FIRE HYDRANT
- ⊗ = EX. FIRE HYDRANT
- ⊗ = PROP. SANITARY MH
- ⊗ = EX. SANITARY MH
- = CLEANOUT
- = PROP. MANHOLE
- ⊗ = EX. MANHOLE
- = PROP. REAR YARD CB
- = PROP. CATCH BASIN
- = EX. CATCH BASIN
- = EX. CATCH BASIN
- = END SECTION
- ⊗ = STROM SEWER STRUCTURE NUMBER
- ⊗ = SANITARYSEWER STRUCTURE NUMBER
- ⊗ = EXISTING SHRUB
- ⊗ = EXISTING LIGHTING POLE
- ⊗ = PUBLIC PHONE
- ⊗ = TELEPHONE MANHOLE
- ⊗ = PROPOSED RIP-RAP
- ⊗ = PROPOSED CONCRETE
- ⊗ = PROPOSED ASPHALT
- ⊗ = PROPOSED GRASS
- FG-xxx.xx- = PROPOSED FINISH GRADE
- TC-xxx.xx- = PROPOSED TOP & GUTTER
- GU-xxx.xx- = PROPOSED HIGH POINT LINE

WAYNE COUNTY PLAN REVIEW R21-468

DEVELOPER

CLIENT :
LEO SOAVE (586-219-7880)
LEO SOAVE BUILDING COMPANY, INC.
37771 Seven Mile Road
LIVONIA, MI 48152



ENGINEER

FADI KHALIL, PE. (313-258-2036)
ANGLE DESIGN & ENGINEERING LLC.
6200 SCHAEFER ROAD, SUITE 100
DEARBORN, MI 48126

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ISSUES

No.	DESCRIPTION	DATE
1	ZONING APPLICATION	04-05-2021
2	WAYNE COUNTY SET	07-26-2021
3	ENGINEERING SET	08-02-2021
4		

NOT FOR
CONSTRUCTION

CONSULTANTS

SEAL

Angle Design & Engineering

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

PROJECT

HINES PLACE CONDOMINIUM
LIVONIA, MICHIGAN

PROJECT NO:

2021-105

SCALE:

NTS

DRAWN BY:

M. K.

CHECKED BY:

F. K.

PROJECT MGR:

F. K.

APPROVED BY:

F. K.

SHEET TITLE

COVER SHEET

SHEET NUMBER

CS1-100

ISSUE

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PROJECT

HINES PLACE CONDOMINIUM
LIVONIA, MICHIGAN

PROJECT NO:

2021-105

DRAWN BY:

M. K.

PROJECT MGR:

F. K.

SCALE:

1"=30'

CHECKED BY:

F. K.

APPROVED BY:

F. K.

SHEET TITLE

SITE PLAN

SHEET NUMBER

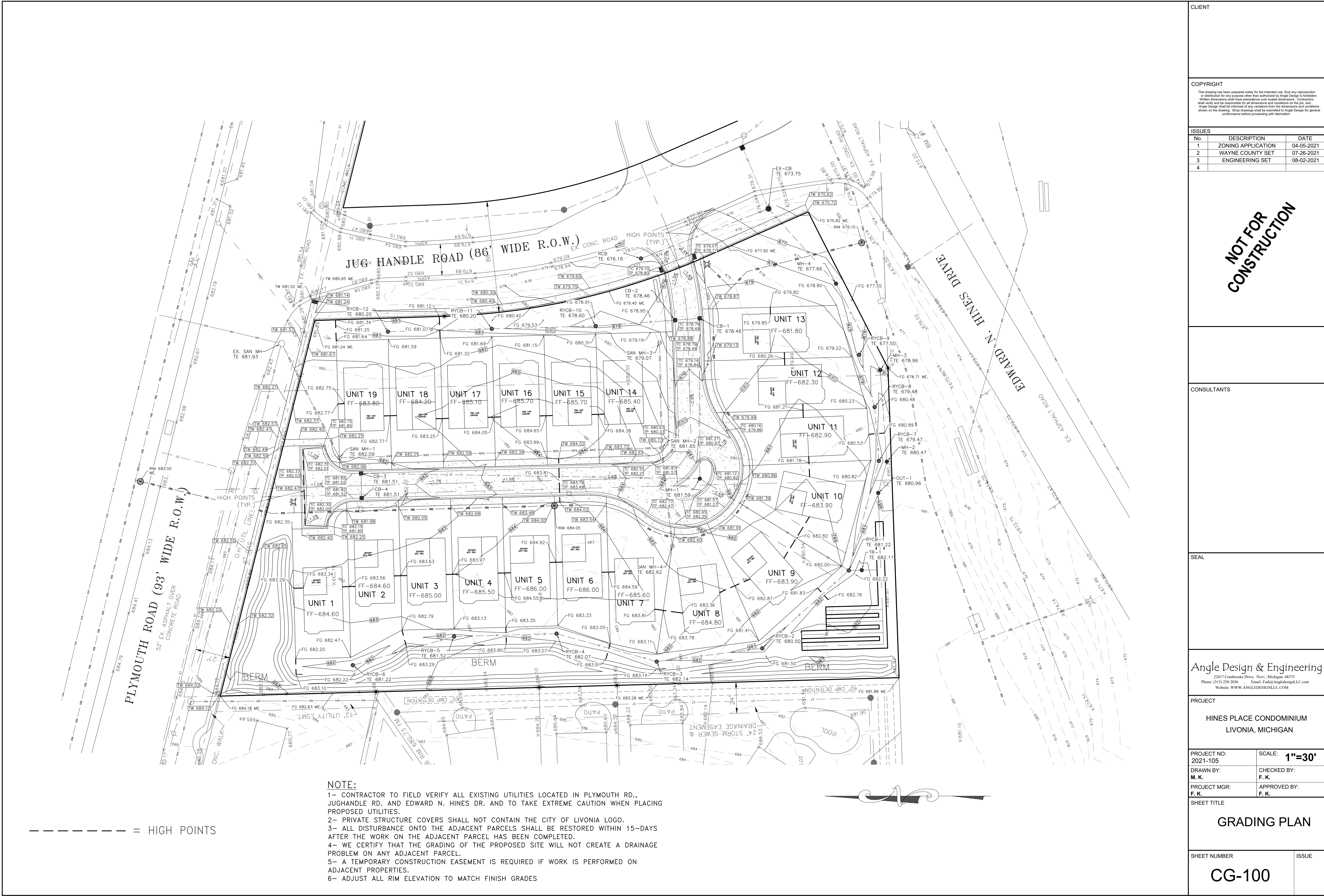
CS-100

ISSUE

NOTE:

- 1- CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITIES LOCATED IN PLYMOUTH RD., JUGHANDLE RD. AND EDWARD N. HINES DR. AND TO TAKE EXTREME CAUTION WHEN PLACING PROPOSED UTILITIES.
- 2- PRIVATE STRUCTURE COVERS SHALL NOT CONTAIN THE CITY OF LIVONIA LOGO.
- 3- ALL DISTURBANCE ONTO THE ADJACENT PARCELS SHALL BE RESTORED WITHIN 15-DAYS AFTER THE WORK ON THE ADJACENT PARCEL HAS BEEN COMPLETED.





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4		
CONSULTANTS		
SEAL		
Angle Design & Engineering		
22417 Cranbrook Drive, Novi, Michigan 48375 Phone: (313) 258-2036 Email: Fadi@AngledesignLLC.com Website: WWW.ANGLEDESIGNLLC.COM		
PROJECT		
HINES PLACE CONDOMINIUM LIVONIA, MICHIGAN		
PROJECT NO: 2021-105	SCALE: 1"=30'	
DRAWN BY: M. K.	CHECKED BY: F. K.	
PROJECT MGR: F. K.	APPROVED BY: F. K.	
SHEET TITLE		
GRADING PLAN		
SHEET NUMBER	ISSUE	
CG-100		



SANITARY QUANTITIES		
ITEM	QUANTITY	UNITS
10" SANITARY SEWER PIPE	504	LF
6" SEWER LEAD	1033	LF
48" SAN MANHOLE	3	EACH

WATER MAIN QUANTITIES		
ITEM	QUANTITY	UNITS
6" WATER PIPE	34	LF
8" WATER PIPE	771	LF
1" WATER LEADS	717	LF
FIRE HYDRANT	2	EACH
WATER VALVE	3	EACH

NOTE:

- 1- CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITIES LOCATED IN PLYMOUTH RD., JUGHANDLE RD. AND EDWARD N. HINES DR. AND TO TAKE EXTREME CAUTION WHEN PLACING PROPOSED UTILITIES.
- 2- PRIVATE STRUCTURE COVERS SHALL NOT CONTAIN THE CITY OF LIVONIA LOGO.
- 3- WYES AND HOUSE LEADS SHALL BE PROVIDED TO A POINT 5- FEET INSIDE THE PROPERTY LINE FOR EACH LOT ABUTTING SANITARY SEWERS IN STREETS.

NOTE:

- 8- TESTING OF SEWER AND STUBS BY AIR AND INFILTRATION OR EXFILTRATION TEST ARE REQUIRED.
- 9- ALL SEWERS SHALL BE VIDEO-INSPECTED, WITH TEST RESULTS APPROVED BY CITY OF LIVONIA AND WAYNE COUNTY PRIOR TO PLACING THE SEWER IN SERVICE.
- 10- ALL DISTURBANCE ONTO THE ADJACENT PARCELS SHALL BE RESTORED WITHIN 15-DAYS AFTER THE WORK ON THE ADJACENT PARCEL HAS BEEN COMPLETED.

NOTE:

- 4- NO CONNECTION RECEIVING STORM WATER, SURFACE WATER OR GROUND WATER SHALL BE MADE TO THE SANITARY SEWER.
- 5- INFILTRATION FOR ANY SECTION OF SEWER BETWEEN MANHOLES SHALL NOT EXCEED 100 GALLONS/INCH DIAMETER/MILE/DAY.
- 6- NO FOOTING DRAINS SHALL BE CONNECTED TO THE BUILDING SEWER.
- 7- DIFFERENTIAL OF EXCAVATION AROUND EXISTING MANHOLES SHALL NOT EXCEED SIX (6) FEET.

WATER MATERIAL NOTES:

- Joints should follow AWWA C111 and or C115
- Directional Drilling should follow AWWA C600 or AWWA C605
- Hydrants Should follow AWWA C502

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ISSUES	
No.	DESCRIPTION
1	ZONING APPLICATION
2	WAYNE COUNTY SET
3	ENGINEERING SET
4	
DATE	
04-05-2021	
07-26-2021	
08-02-2021	
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SEAL	
Angle Design & Engineering	
22417 Cranbrook Drive, Novi, Michigan 48375	
Phone: (313) 258-2036 Email: Fadi@AngledesignLLC.com	
Website: WWW.ANGLEDESIGNLLC.COM	
PROJECT	
HINES PLACE CONDOMINIUM	
LIVONIA, MICHIGAN	
PROJECT NO:	SCALE:
2021-105	1"=30'
DRAWN BY:	CHECKED BY:
M. K.	F. K.
PROJECT MGR:	APPROVED BY:
F. K.	F. K.
SHEET TITLE	
UTILITY PLAN	
SHEET NUMBER	ISSUE
CU-100	



STORM SEWER QUANTITIES		
ITEM	QUANTITY	UNITS
12" RCP	1484	LF
15" RCP	123	LF
18" RCP	135	LF
24" RCP	22	LF
4" STM LEAD	587	LF
4' DIA STR	18	EACH
5' DIA STR	1	EACH
6' DIA STR	2	EACH
TREATMENT STRUCTURE	1	EACH

NOTES:
1-PRIVATE STRUCTURE COVERS SHALL NOT CONTAIN THE CITY OF LIVONIA LOGO.
2- ALL DISTURBANCE ONTO THE ADJACENT PARCELS SHALL BE RESTORED WITHIN 15-DAYS AFTER THE WORK ON THE ADJACENT PARCEL HAS BEEN COMPLETED.

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ISSUES

CONSULTANTS

SEAL

Angle Design & Engineering

PROJECT

PROJECT NO: 2021-105

DRAWN BY: M. K.

PROJECT MGR: F. K.

SHEET TITLE

SHEET NUMBER

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NOT FOR CONSTRUCTION

CONSULTANTS

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Angle Design & Engineering

PROJECT

PROJECT NO: 2021-105

DRAWN BY: M. K.

PROJECT MGR: F. K.

SHEET TITLE

SHEET NUMBER

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

HINES PLACE CONDOMINIUM
LIVONIA, MICHIGAN

SCALE: 1"=30'

CHECKED BY: F. K.

APPROVED BY: F. K.

STORM SEWER
PLAN

ISSUE

CU-101

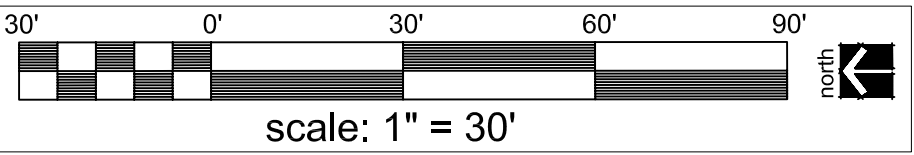


LANDSCAPE PLANTING PLAN

scale: 1" = 30'

PLANT LIST			
KEYQTY.	BOTANICAL NAME	COMMON NAME	SIZE
STREET TREES			
ARA 6	<i>Acer rubrum</i> 'Autumn Blaze'	Autumn Blaze Red Maple	2" - 2-1/2" cal. B&B
GBP 5	<i>Ginkgo biloba</i> 'Princeton Sentry'	Princeton Sentry Maidenhair Tree	2" - 2-1/2" cal. B&B
LTF 6	<i>Liriodendron tulipifera</i> 'Fastigiata'	Fastigate Tuliptree	2" - 2-1/2" cal. B&B
QWL 2	<i>Quercus x warei</i> 'Long'	Regal Prince Oak	2" - 2-1/2" cal. B&B
OPEN SPACE PLANTINGS			
Trees			
ALC 8	<i>Amelanchier laevis</i> 'Cumulus'	Cumulus Serviceberry	2" cal. B&B
AS 17	<i>Acer saccharum</i>	Sugar Maple	2" - 2-1/2" cal. B&B
FG 10	<i>Fagus grandifolia</i>	American Beech	2" - 2-1/2" cal. B&B
LT 8	<i>Liriodendron tulipifera</i>	Tuliptree	2" - 2-1/2" cal. B&B
OV 4	<i>Ostrya virginiana</i>	American Hophornbeam	2" - 2-1/2" cal. B&B
PA 11	<i>Picea abies</i>	Norway Spruce	7' - 8' ht. B&B
PG 9	<i>Picea glauca</i>	White Spruce	7' - 8' ht. B&B
PS 16	<i>Pinus strobus</i>	Eastern White Pine	7' - 8' ht. B&B
QR 6	<i>Quercus rubra</i>	Red Oak	2" - 2-1/2" cal. B&B
TA 4	<i>Tilia americana</i>	American Linden	2" - 2-1/2" cal. B&B
TOE 24	<i>Thuja occidentalis</i> 'Emerald'	Emerald Upright Arborvitae	5' ht. B&B
Shrubs			
AAB 42	<i>Aronia arbutifolia</i> 'Brilliantissima'	Brilliant Red Chokeberry	30" ht., 5 gal. pot
CAH 16	<i>Clethra alnifolia</i> 'Hummingbird'	Hummingbird Summersweet	24" ht., 3 gal. pot
TMD 21	<i>Taxus x media</i> 'Densiflora'	Densiflora Yew	24" ht. B&B
ENTRY PLANTING			
ALC 2	<i>Amelanchier laevis</i> 'Cumulus'	Cumulus Serviceberry	2" cal. B&B
RAG 19	<i>Rhus aromatica</i> 'Gro-Low'	Gro-Low Fragrant Sumac	24" ht., 3 gal. pot
CVM 68	<i>Coreopsis verticillata</i> 'Moonbeam'	Moonbeam Threadleaf Coreopsis	1 gal. pot, 24" o.c.
PAB 90	<i>Pennisetum alopecuroides</i>	Burgandy Bunny	1 gal. pot, 24" o.c.
	'Burgandy Bunny'	Dwarf Fountain Grass	1 gal. pot, 24" o.c.

NOTES:
* See Sheet LP - 2: LANDSCAPE NOTES & DETAILS for landscape development notes, landscape planting details, and landscape berm detail.



date: August 23, 2021
revised:

LANDSCAPE PLAN FOR:
Mr. Leo Soave
20592 Chestnut Circle
Livonia, Michigan 48152
(586) 219-7880

PROJECT LOCATION:
Jughandle Road
Condominiums
West Side of
Jughandle Road
South Side of
Plymouth Road
Livonia, Michigan

LANDSCAPE PLAN BY:
Nagy Devlin Land Design
31736 West Chicago Ave.
Livonia, Michigan 48150
(734) 634-9208
R.L.A. State of Michigan #1260

STATE OF MICHIGAN
J. BRIAN
DEVLIN
NO. 1260
LANDSCAPE ARCHITECT
AUTOCAD SIGNATURE
ORIGINAL IN BLUE

LANDSCAPE PLAN RENDERING

* Base data provided by Angle Design & Engineering, L.L.C.

LANDSCAPE PLANTING NOTES:

PLANTING

1. Installation of all plant material shall be in accordance with the latest edition of the *American Association of Nurserymen Standards for Nursery Stock* and with the specifications set forth by the City of Livonia, Michigan.
2. The plant materials shall conform to the type stated on the plant list. Sizes shall be the minimum stated on the plant list or larger. All measurements shall be in accordance with the latest edition of the *American Association of Nurserymen Standards for Nursery Stock*.
3. The plant material shall be nursery grown and inspected by the Owner's representative before planting. The Owner's representative reserves the right to reject any plant material at any time.
4. Plants designated "B&B" shall be balled and burlapped with firm balls of earth.
5. Dig shrub pits one foot (1') larger than the shrub rootball, tree pits three (3) times the width of the tree rootball and backfill with one (1) part topsoil and one (1) part soil from excavated pit. Plant trees and shrubs at the same grade level at which they were planted at the nursery. If wet, clay soils are evident, plant trees and shrubs slightly higher.
6. The Contractor is responsible for planting the materials at the correct grades and spacing. The plants shall be oriented to give the best appearance.
7. When the plant has been properly set, the pit shall be backfilled with the topsoil mixture, gradually filling, patting, and settling with water.
8. Trees in lawn areas to have a four foot (4') circle of mulch, four inches (4") deep, and three inches (3") away from the trunk. Shrub beds are to be mulched with shredded bark mulch to a minimum depth of three inches (3"). Perennial beds are to be mulched with shredded bark mulch to a minimum depth of two inches (2"). Only natural color, finely shredded hardwood bark mulch will be accepted.
9. Remove all twine, wire, and burlap from the top one third (1/3) of tree and shrub root balls and from tree trunks. Remove all non-biodegradable material such as plastic or nylon completely from branches and stems. All tree wrap, stakes, and guys are to be removed after one (1) winter season.
10. All plant materials shall be pruned and injuries repaired. The amount of pruning shall be limited to the removal of dead or injured limbs and to compensate for the loss of roots from transplanting. Cuts should be flush, leaving no stubs. Cuts over three quarters of an inch (3/4") shall be painted with tree paint. Shrubs along the site perimeter shall be allowed to grow together in a natural form.
11. Organic, friable topsoil shall be evenly distributed and fine graded over all areas to receive lawns at uniform depth of four inches (4") after settlement.
12. All lawn areas shall be sodded with a Grade A Kentucky Blue Grass blend over the topsoil.
13. All plantings shall be completed no later than November 30 in the fall season. The date of intended installation for landscape plant materials is approximately Fall, 2019.
14. Backfill directly behind all curbs and along sidewalks and compact to the top of curbs or walk to support vehicle and pedestrian weight without settling.
15. Conversion of all asphalt and gravel areas to landscape planting beds shall be done in the following manner: a. Remove all asphalt, gravel, and compacted earth to a depth of six inches to eighteen inches (6"-18") depending on the depth of the sub base and dispose of off site; b. Call the City for an inspection prior to backfilling; c. Replace excavated material with good, medium-textured planting soil (loam or light yellow clay loam) to a minimum of two inches (2") above the top of the curb and sidewalk, add four inches to six inches (4"-6") of topsoil and crown to a minimum of six inches (6") above the adjacent curb and walk after earth settling, unless otherwise noted on the landscape plan. If conversion from asphalt to landscape occurs in or between an existing landscape area(s), replace excavated material from four inches to six inches (4"-6") below adjacent existing grade with good, medium-textured planting soil (loam or light yellow clay loam) and add four inches to six inches (4"-6") of topsoil to meet existing grades after earth settling.

MATERIALS

1. Required landscape material shall satisfy the criteria of the American Association of Nurserymen Standards for Nursery Stock and be: a.) Northern nursery grown; b.) State Department of Agriculture inspected; c.) No. 1 grade material with a straight, unscarred trunk, and well-developed uniform crown (park grade trees will not be accepted); d.) Staked, wrapped, watered, and mulched according to the details provided; and e.) Guaranteed for one (1) year.
2. Topsoil shall be friable, fertile soil of clayloam character containing at least five percent (5%) but not more than twenty percent (20%) by weight of organic matter with a pH range between 6.0 and 7.0. The topsoil shall be free from clay lumps, coarse sand, plant roots, sticks, and other foreign materials.
3. The seed mixture for the lawn areas in the street rights-of-way shall consist of a Kentucky Blue Grass blend and mulched with clean straw free of noxious weed seeds. Maintenance of the right-of-way lawn area shall consist of a regular cuttings as needed. Weed content of the seed mixture shall not exceed one percent (1%). The mix shall be applied at a rate of 200 pounds per acre.
4. Sod, if specified, shall be two (2) year old "Baron/Sheri/Adelphi" Kentucky Blue Grass blend grown in a sod nursery on loam soil.
5. Proposed perennials shall be full, well-rooted plants.

GENERAL

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

MAINTENANCE

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

NOTES:

- STAKE TREES UNDER FOUR INCH (4") CALIPER.
- CONTRACTOR TO VERIFY PERCOLATION OF PLANTING PIT PRIOR TO INSTALLATION.
- SET TOP OF BALL THREE INCHES (3") ABOVE FINISH GRADE.
- SET STAKES VERTICAL & EVENLY SPACED.
- STAKES OR GUYS TO BE SECURED ABOVE THE FIRST BRANCH.
- DO NOT PRUNE TERMINAL LEADER. PRUNE ONLY DEAD OR BROKEN BRANCHES.
- REMOVE ALL TAGS, STRING, PLASTICS, AND OTHER MATERIALS THAT ARE UNSIGHTLY OR COULD CAUSE DAMAGE.

- 1 STAKE TREE JUST BELOW FIRST BRANCH USING TWO INCH TO THREE INCH (2"-3") WIDE BELT-LIKE MATERIAL OF NYLON, PLASTIC, OR OTHER ACCEPTABLE MATERIAL. (NO WIRE OR HOSE TO BE USED TO GUY TREES.) THREE (3) GUYS EVENLY SPACED PER TREE. REMOVE AFTER ONE (1) WINTER SEASON.
- 2 2 x 2 HARDWOOD STAKES. POSITION SIX INCHES TO EIGHT INCHES (6"-8") OUTSIDE OF ROOTBALL AND EXTEND EIGHTEEN INCHES (18") BELOW TREE PIT INTO UNDISTURBED SOIL.
- 3 APPLY TREE WRAP AND SECURE WITH A BIODEGRADABLE MATERIAL AT TOP AND BOTTOM. REMOVE AFTER ONE (1) WINTER.
- 4 SHREDDED BARK MULCH OF A NATURAL COLOR AT FOUR INCH (4") MINIMUM DEPTH. LEAVE A THREE INCH (3") CIRCLE OF BARE SOIL AT THE BASE OF THE TREE.
- 5 MOUND TO FORM TREE SAUCER.
- 6 FINISH GRADE SLOPED AWAY FROM TREE.
- 7 CUT AND REMOVE WIRE, BURLAP, AND BINDINGS FROM THE TOP ONE-THIRD (1/3) OF THE ROOTBALL.
- 8 WIDTH OF ROOTBALL ON EACH SIDE.
- 9 PLANTING MIX SHALL BE AMENDED PER SITE CONDITIONS AND PLANT REQUIREMENTS.
- 10 SCARIFY BOTTOM AND SIDES OF PLANTING PIT TO FOUR INCH (4") DEPTH.

NOTES:

- STAKE ALL EVERGREEN TREES UNDER TWELVE FEET (12') HIGH. GUY ALL EVERGREEN TREES TWELVE FEET (12') HIGH AND OVER.
- CONTRACTOR TO VERIFY PERCOLATION OF PLANTING PIT PRIOR TO INSTALLATION.
- NEVER CUT CENTRAL LEADER. PRUNE ONLY TO REMOVE DEAD OR BROKEN BRANCHES.
- SET STAKES VERTICAL AND EVENLY SPACED.
- REMOVE ALL TAGS, STRING, PLASTICS, AND OTHER MATERIALS THAT ARE UNSIGHTLY OR COULD CAUSE GIRDLING.

- 1 STAKE TREE AS INDICATED USING TWO INCH TO THREE INCH (2"-3") WIDE BELT-LIKE MATERIAL OF NYLON, PLASTIC, OR OTHER ACCEPTABLE MATERIAL. (NO WIRE OR HOSE TO BE USED TO GUY TREES.) THREE (3) GUYS EVENLY SPACED PER TREE. REMOVE AFTER ONE (1) WINTER SEASON.
- 2 2 x 2 HARDWOOD STAKES. POSITION SIX INCHES TO EIGHT INCHES (6"-8") OUTSIDE OF ROOTBALL AND EXTEND EIGHTEEN INCHES (18") BELOW TREE PIT INTO UNDISTURBED SOIL.
- 3 SHREDDED BARK MULCH OF A NATURAL COLOR AT FOUR INCH (4") MINIMUM DEPTH. LEAVE A THREE INCH (3") CIRCLE OF BARE SOIL AT THE BASE OF THE TREE.
- 4 MOUND TO FORM TREE SAUCER.
- 5 FINISH GRADE SLOPED AWAY FROM TREE.
- 6 CUT AND REMOVE WIRE, BURLAP, AND BINDINGS FROM THE TOP ONE-THIRD (1/3) OF THE ROOTBALL.
- 7 PLANTING MIX SHALL BE AMENDED PER SITE CONDITIONS AND PLANT REQUIREMENTS.
- 8 WIDTH OF ROOTBALL ON EACH SIDE.
- 9 SCARIFY BOTTOM AND SIDES OF PLANTING PIT TO FOUR INCH (4") DEPTH.

NOTE:

- CONTRACTOR TO VERIFY PERCOLATION OF PLANTING PIT PRIOR TO INSTALLATION.

- 1 SHREDDED BARK MULCH AT FOUR INCH (4") MINIMUM DEPTH. MULCH SHALL BE NATURAL IN COLOR.
- 2 FORM A SAUCER WITH MULCH AND SOIL AROUND SHRUB BED.
- 3 CUT AND REMOVE BURLAP AND BINDINGS FROM THE TOP ONE-THIRD (1/3) OF THE ROOTBALL.
- 4 3/16" x 4" ALUMINUM EDGING (OR APPROVED EQUIVALENT) OR SPADED EDGE.
- 5 EXCAVATE PLANTING HOLE AND BACKFILL WITH PREPARED PLANTING MIX.
- 6 UNDISTURBED SUBGRADE.
- 7 LAWN.
- 8 SCARIFY SUBGRADE.

SHRUB

NOTE:

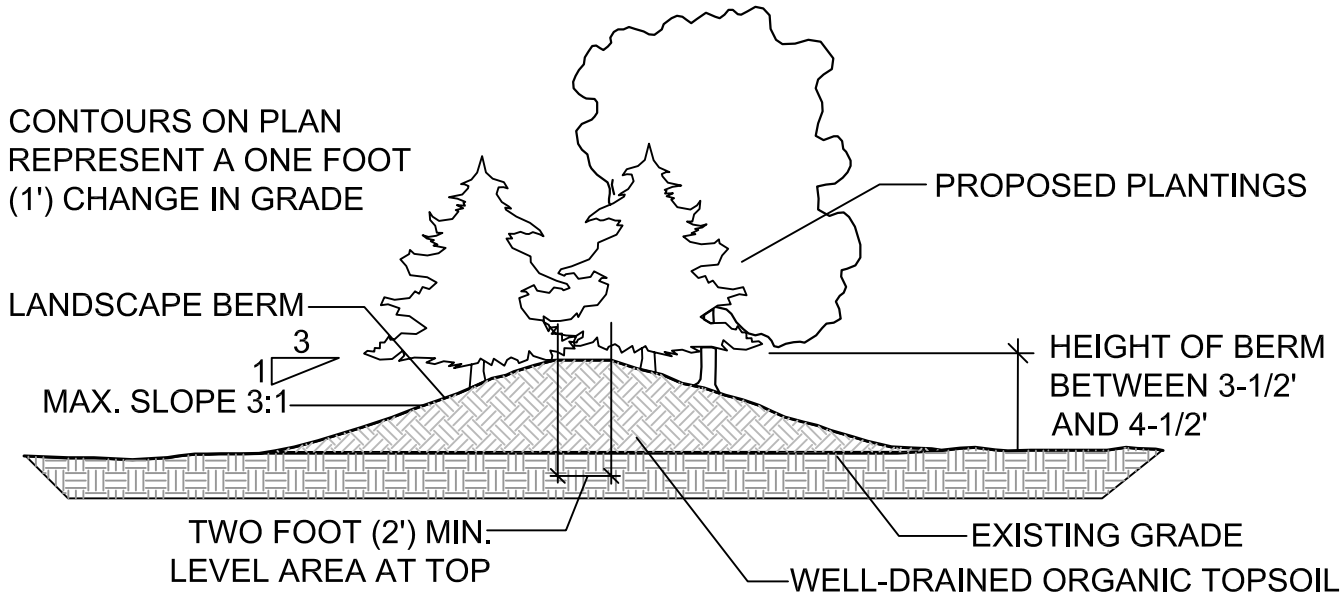
- CONTRACTOR TO VERIFY PERCOLATION OF PLANTING PIT PRIOR TO INSTALLATION.
- PERENNIALS TO BE PLANTED UP TO THE EDGE OF THE SAUCER AROUND A TREE OR SHRUB BED.

- 1 SEE PLANT LIST FOR SPACING DISTANCE.
- 2 SHREDDED HARDWOOD BARK OF A NATURAL COLOR MULCH AT FOUR INCH (4") MINIMUM DEPTH.
- 3 3/16" x 4" ALUMINUM EDGING (OR APPROVED EQUIVALENT) OR SPADED EDGE.
- 4 EXCAVATE PLANTING BED AND BACKFILL WITH PREPARED PLANTING MIX AT A SIX INCH (6") DEPTH.
- 5 UNDISTURBED SUBGRADE.
- 6 PLANTING MIX TO CONSIST OF EQUAL PARTS OF SAND, LEAF COMPOST, AND NATIVE SOIL.
- 7 LAWN.

ANNUAL / PERENNIAL / GROUNDCOVER

DECIDUOUS TREE

PLANTING DETAILS



LANDSCAPE BERM DETAIL not to scale

NOTE:

- See Sheet LP - 1: LANDSCAPE PLANTING PLAN for proposed plantings and plant list.

date: July 27, 2021
revised:

LANDSCAPE PLAN FOR:
Mr. Leo Soave
20592 Chestnut Circle
Livonia, Michigan 48152
(586) 219-7880

PROJECT LOCATION:
Jughandle Road
Condominiums
West Side of
Jughandle Road
South Side of
Plymouth Road
Livonia, Michigan

LANDSCAPE PLAN BY:
Nagy Devlin Land Design
31736 West Chicago Ave.
Livonia, Michigan 48150
(734) 634-9208
R.L.A. State of Michigan #1260



LP - 2: LANDSCAPE NOTES & DETAILS





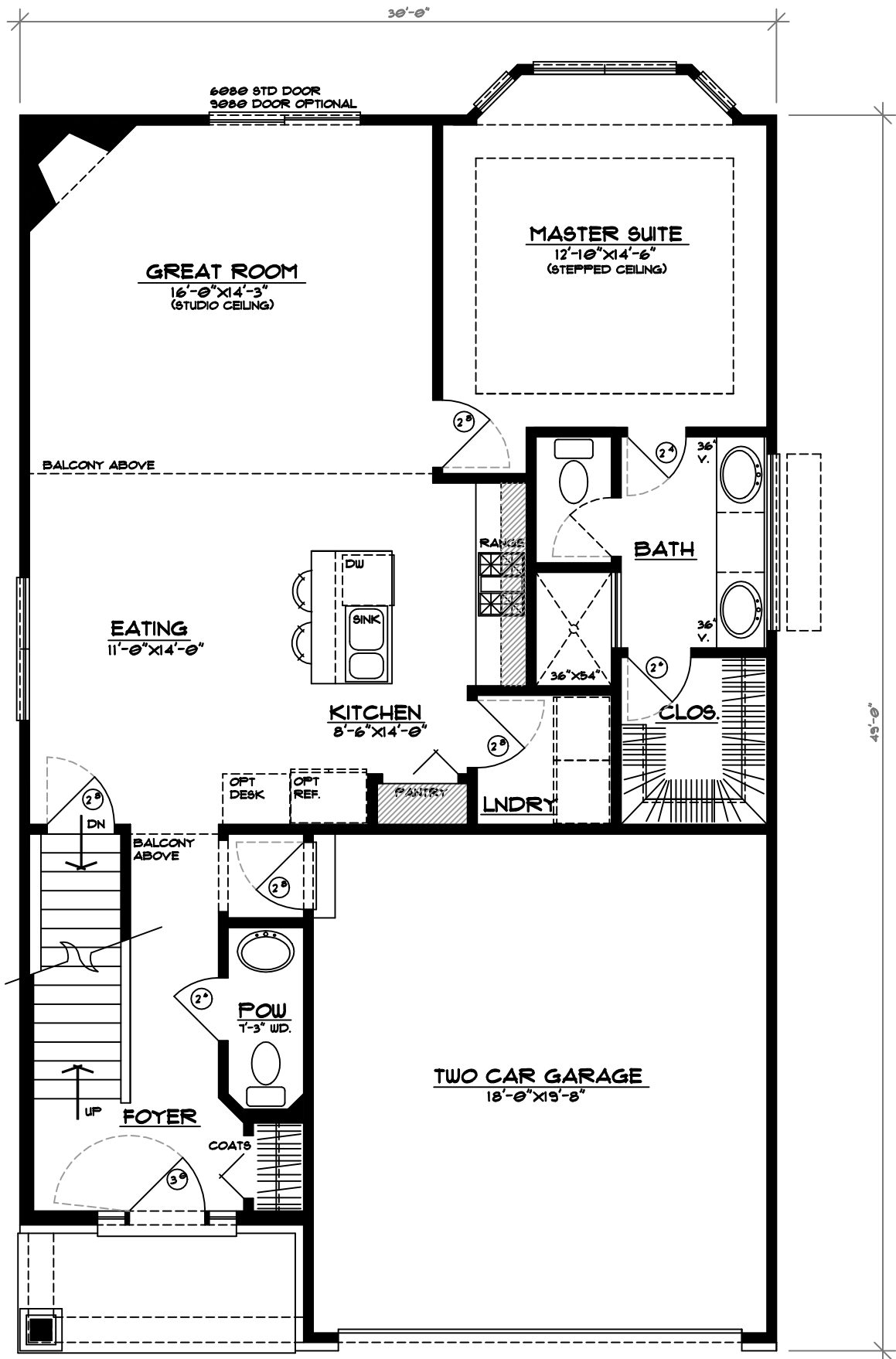
MAIN FLOOR PLAN



UPPER FLOOR PLAN

This floor plan including furniture, fixture measurements and dimensions are approximate and for illustrative purposes only.
BoxBrowse.com gives no guarantee, warranty or representation as to the accuracy and layout.
All enquiries must be directed to the agent, vendor or party representing this floor plan.

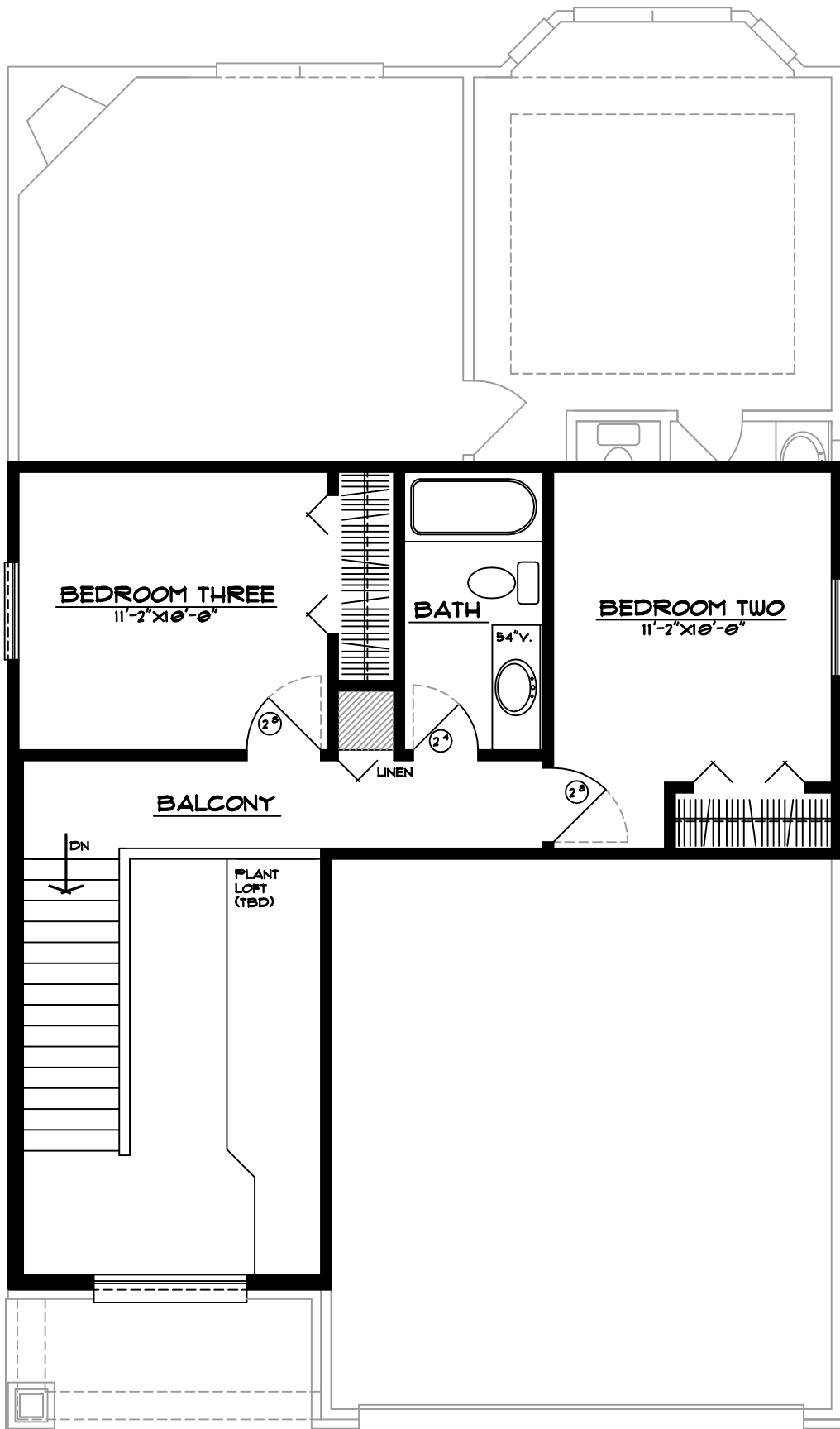
MAIN FLOOR : 1053 SF
UPPER FLOOR : 428 SF



MAIN LEVEL FLOOR PLAN

SCALE: 1/4"=1'-0"

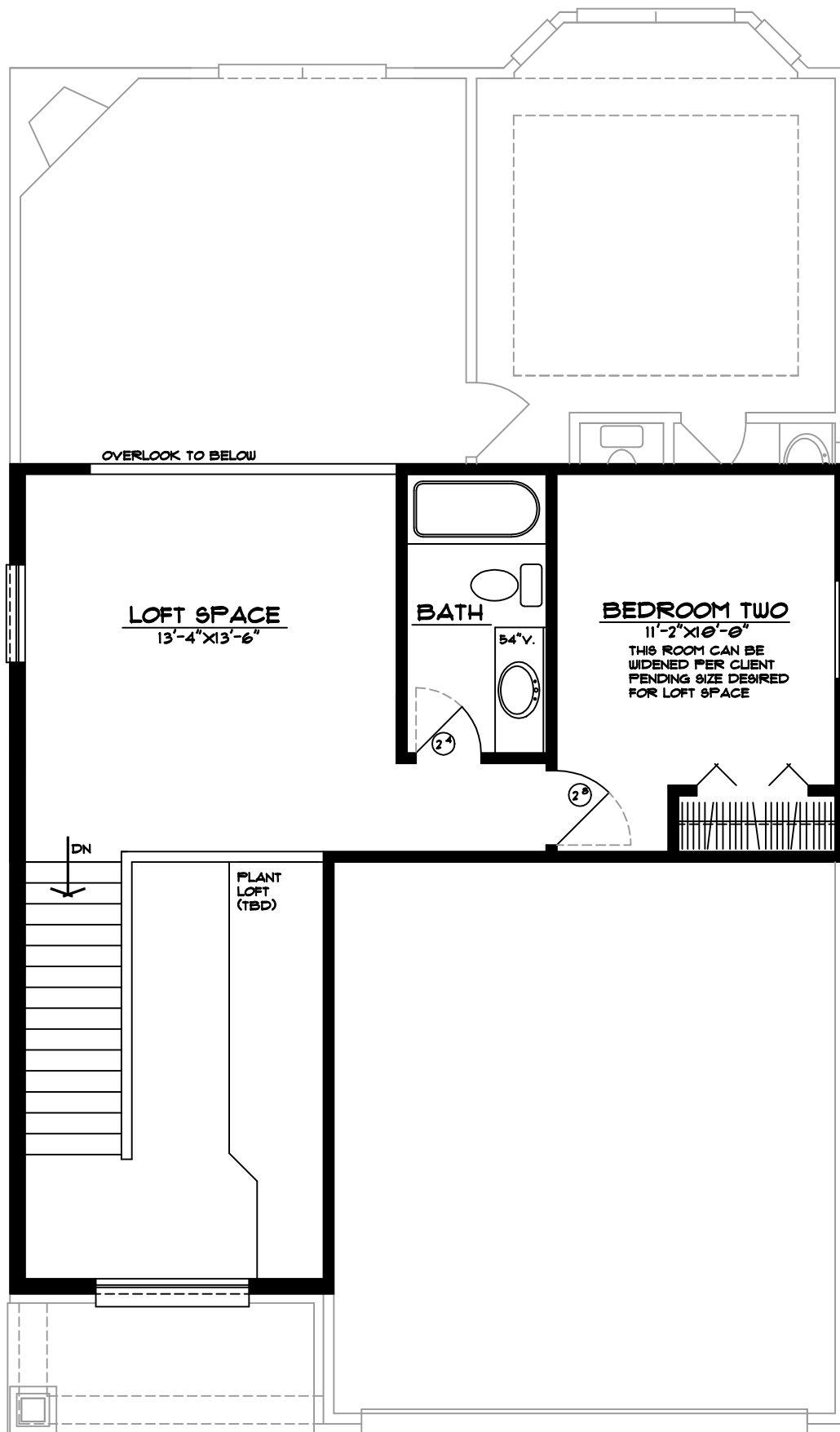
1053 SQUARE FEET - THIS LEVEL ONLY
1481 TOTAL SQUARE FEET



UPPER LEVEL FLR PLAN

SCALE: 1/4"=1'-0"

428 SQUARE FEET - THIS LEVEL ONLY



UPPER LEVEL FLR PLAN

SCALE: 1/4"=1'-0"

428 SQUARE FEET - THIS LEVEL ONLY



FRONT ELEVATION

SCALE: 1/4"=1'-0"

ELEVATION "A"



FRONT ELEVATION

SCALE: 1/4"=1'-0"

ELEVATION "B"



FRONT ELEVATION

SCALE: 1/4"=1'-0"

ELEVATION "C"

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

TODD J. ZILINCIK, P.E.
CITY ENGINEER

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



MAUREEN MILLER BROSNAN
MAYOR

DONALD R ROHRAFF
DIRECTOR OF PUBLIC WORKS

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

August 17, 2021

Mr. Scott Miller
Planner IV
City of Livonia

Re: Petition 2021-07-02-13 – Hines Park Condominiums

Dear Mr. Miller:

In accordance with your request, the Engineering Division has reviewed the above referenced petition. We have no objections to the proposed project at this time. The subject parcels are assigned the addresses of **#37601, #37631 and #37711 Plymouth Road.**

The existing parcels are currently serviced by public water main, sanitary sewer and storm sewer, although the storm sewers are under the jurisdiction of Wayne County. The developer is familiar with the Engineering Department standards for site developments, and has been in contact with this office regarding this project.

Based on a review of the submitted drawings, the following items should be noted:

- The roadway widths do not meet current Engineering Department standards, which indicates that all roadways, and storm sewer within them, will be privately owned.
- All storm sewers on the site will be privately-owned, and will be subject to review and permitting through the Wayne County Department of Public Service. The development will need to meet the requirements of the Wayne County Storm Water Ordinance.
- Although the roadway will be privately-owned, it is recommended that the developer obtain guidance by a licensed Geotechnical Engineer for a proposed roadway cross-section based on soil borings from the site.
- The developer will need to obtain permits from Wayne County for the proposed roadway connection to Jughandle Avenue, as well as for any work occurring within the Plymouth Road right-of-way.

To: Mr. Scott Miller
Re: Petition 2021-07-02-13 – Hines Park Condominiums

August 17, 2021
Page 2

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

Sincerely,



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

cc: 2021 Petition File

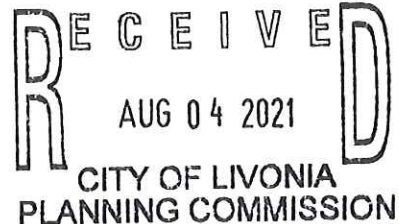
DEPARTMENT OF PUBLIC SAFETY
LIVONIA FIRE & RESCUE

DAVE HEAVENER
FIRE CHIEF



MAUREEN MILLER BROSNAN
MAYOR

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



DATE: August, 4, 2021
TO: Scott O. Miller, Planner IV
FROM: Livonia Fire Prevention Division

SUBJECT: Petition: 2021-07-02-13, Hines Place Condominiums

37711, 37631 and 37601 Plymouth Road, located on the south side of Plymouth Road between Newburgh Road and Jarvis Avenue in the Southeast ¼ of Section 30.

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

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

1. A fire access road shall be provided with not less than 20 feet of unobstructed width and have a minimum of 13 feet 6 inches of vertical clearance in accordance to 18.2.3.4.1.1 and 18.2.3.4.1.2 of NFPA 1, 2015.
2. Standard for residential cul-de-sacs is 50' with a minimum right-of-way radius of 60' to provide for sidewalks and utilities.
3. Fire lanes shall be marked with wall or pole mounted signs that have the words: FIRE LANE – NO PARKING painted on both sides (for pole mount) or single sided (for wall mount) in contrasting colors at a size and spacing approved by the Authority Having Jurisdiction.
4. Fire Hydrants and Water Supply shall be required according to 18.3 NFPA 1, 2015.

Note: Per the City of Livonia Engineering Division: Fire hydrants in areas with single family residential structures will have spacing not to exceed 500 feet.

Hydrants must be E.J. I.W. Midwest Model 6-BR or E.J.I.W. Water Master model 5-BR-250 located a minimum 3' behind the curb.

Greg Thomas
Fire Marshal,
Livonia Fire & Rescue

DEPARTMENT OF PUBLIC SAFETY
DIVISION OF POLICE

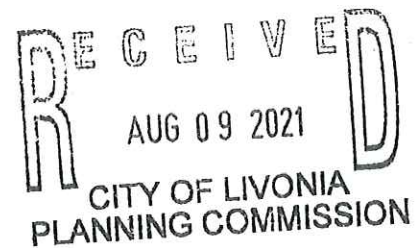
CURTIS CAID
CHIEF OF POLICE



MAUREEN MILLER BROSAN
MAYOR

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

August 4, 2021



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

Re: Petition 2021-07-02-13 – Hines Place Condominiums

Mr. Miller,

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

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

Sincerely,

FOR THE CHIEF OF POLICE,

Scott Szczepanski, Sergeant
Traffic Bureau
(734) 466-2107

INSPECTION DEPARTMENT

BUILDING
HEATING
PLUMBING
ELECTRICAL
ZONING
SANITATION
ENVIRONMENTAL PROTECTION
ORDINANCE ENFORCEMENT



MAUREEN MILLER BROSNAN
MAYOR

JEROME A. HANNA
DIRECTOR

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

Date: August 23, 2021

To: Scott O. Miller

From: Jerome Hanna

RE: Petition 2021-07-02-13 – Hines Place Condominium 37711, 37631 and 37601 Plymouth

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

This Department has no objections to this Petition.

I trust this provides the requested information.

A handwritten signature in blue ink, appearing to read "Jerome Hanna", is written over the printed name and title.

Jerome Hanna
Director of Inspection

DEPARTMENT OF FINANCE

Michael T. Slater
DIRECTOR OF FINANCE

Connie Kumpula
CHIEF ACCOUNTANT



MAUREEN MILLER BROSNAN
MAYOR

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

August 6, 2021

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

Petition 2021-07-02-13 - 37711, 37631 and 37601 Plymouth Road - Hines Place
Condominium

Dear Mr. Miller,

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

Please contact me if you have any further questions.

Very truly yours,

Connie Kumpula
Chief Accountant

CK: jw

OFFICE OF THE TREASURER

LYNDA L. SCHEEL
CITY TREASURER



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

August 4, 2021

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

Re: Petition 2021-07-02-13

37711, 37631, 37601 Plymouth Road
Hines Place Condominium

Dear Mr. Miller,

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

Sincerely,



Lynda L. Scheel
Treasurer, City of Livonia

OTHER ITEMS RELATED TO THE PETITION

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

Wayne County Condominium Subdivision Plan No. _____containing:

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

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

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

This document is drafted by and after recording return to:

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

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Exhibit A—Condominium Bylaws of Hines Place Condominium

Exhibit B—Condominium Subdivision Plan for Hines Place Condominium

MASTER DEED of HINES PLACE CONDOMINIUM

This Master Deed is signed and delivered on August ____, 2021, by CROSSWINDS COURT SUBDIVISION, INC, a Michigan corporation, 37771 Seven Mile Road, Suite C, Livonia, Michigan 48152 (Developer), on the terms and conditions set forth below.

Section 1. ESTABLISHMENT OF CONDOMINIUM

1.1 Project. Developer is engaged in the development of a 19 Unit site condominium project known as Hines Place Condominium (the Project), in the City of Livonia, Wayne County, Michigan, on a parcel of land as described in Section 2 below.

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

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

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

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

Section 2. LEGAL DESCRIPTION OF THE PROPERTY

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

EXISTING PARCELS

PARCEL 120-02-0547-000

LOT 547 EXCEPT THE NORTH 27 FEET OF SUPERVISOR'S LIVONIA PLAT NO. 9 OF PART OF THE S.E. ¼ OF SECTION 30, T. 1 S., R. 9 E., CITY OF LIVONIA, WAYNE COUNTY, MICHIGAN AS RECORDED IN LIBER 66 OF PLATS, PAGE 60, WAYNE COUNTY RECORDS.

PARCEL 120-02-0548-000

LOT 548 EXCEPT THE NORTH 27 FEET OF SUPERVISOR'S LIVONIA PLAT NO. 9 OF PART OF THE S.E. ¼ OF SECTION 30, T. 1 S., R. 9 E., CITY OF LIVONIA, WAYNE COUNTY, MICHIGAN AS RECORDED IN LIBER 66 OF PLATS, PAGE 60, WAYNE COUNTY RECORDS.

PARCEL 120-02-0549-002

PART OF LOT 549 OF SUPERVISOR'S LIVONIA PLAT NO. 9 OF PART OF THE S.E. ¼ OF SECTION 30, T. 1 S., R. 9 E., CITY OF LIVONIA, WAYNE COUNTY, MICHIGAN AS RECORDED IN LIBER 66 OF PLATS, PAGE 60, WAYNE COUNTY RECORDS. DESCRIBED AS BEGINNING S 01°31'25" E 28.04 FEET FROM NW COR OF LOT 549 THENCE S 75°52'20" E 55.70 FEET; THENCE S 01°52'20" E 99.91 FEET; THENCE SOUTHERLY ALONG A CURVE CONCAVE TO NE 543 FOOT RADIUS, 206.56 FEET; THENCE S 23°40'03" E 87.20 FEET; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE SE 1086.51 FOOT RADIUS 23.28 FEET, ARC CHORD S 63°27'02" W 23.28 FEET; THENCE S 62°50'11" W 111.72 FEET; THENCE S 87°56'15" W 5.34 FEET; THENCE N 01°31'25" W 455.31 FEET TO THE POB.

NEW CONDOMINIUM DESCRIPTION

PART OF LOTS 547, 548 AND 549 OF SUPERVISOR'S LIVONIA PLAT NO. 9 OF PART OF THE S.E. ¼ SECTION 30, T. 1 S., R. 9 E., CITY OF LIVONIA, WAYNE COUNTY, MICHIGAN AS RECORDED IN LIBER 66 OF PLATS, PAGE 60, WAYNE COUNTY RECORDS. DESCRIBED AS COMMENCING AT THE SOUTHEAST CORNER OF SECTION 30, THENCE S 87°56'15" W 687.36 FEET ALONG THE SOUTH LINE OF SECTION 30 TO THE POINT OF BEGINNING; THENCE S 87°56'15" W 238.62 FEET ALONG THE SOUTH LINE OF SECTION 30 TO THE WEST LOT LINE OF LOT 547 AND THE EAST LINE OF "HUNTERS PARK ESTATES CONDOMINIUM" AS RECORDED IN L. 42274, P. 171 WAYNE COUNTY RECORDS; THENCE N 01°33'20" W 522.94 FEET ALONG THE WEST LINE OF LOT 547; THENCE S 75°52'20" E 298.25 FEET; THENCE S 01°52'20" E 99.91 FEET; THENCE SOUTHEASTERLY 206.55 FEET ALONG A 543.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS S 12°46'12" E 205.31 FEET; THENCE S 23°40'03" E 87.20 FEET; THENCE SOUTHWESTERLY 23.28 FEET ALONG A 1086.51 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS S 63° 28'30" W 23.27 FEET; THENCE S 62°50'11" W 111.72 FEET TO THE POINT OF BEGINNING. CONTAINING 3.36 ACRES

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

Section 3. DEFINITIONS

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

- a. *Act or Condominium Act* means the Michigan Condominium Act, PA 59 of 1978; MCL 559.101 et seq.
- b. *Association or Association of Owners* means Hines Place Condominium Association, the Michigan nonprofit corporation of which all Owners shall be members, which shall administer, operate, manage, and maintain the Project.
- c. *Association Bylaws* means the corporate bylaws of the Association organized to manage, maintain, and administer the Project.

d. *Common Elements* means the portions of the Project other than the Condominium Units, including all general and limited common elements described in Section 4 of this Master Deed.

e. *Condominium Bylaws* means Exhibit A to this Master Deed, which are the bylaws that describe the substantive rights and obligations of the Owners.

f. *Condominium Documents* means this Master Deed with its Exhibits, the Articles of Incorporation and Bylaws of the Association, the Rules and Regulations adopted by the board of directors of the Association, and any other document that affects the rights and obligations of an Owner in the Condominium.

g. *Condominium Property* or *Property* means the land referenced in Section 2, as that may be amended, together with all structures, improvements, easements, rights, and appurtenances on or belonging to the Condominium Property.

h. *Condominium Subdivision Plan* or *Subdivision Plan* means Exhibit B to this Master Deed, which are the survey and other drawings depicting the real property and improvements to be included in the Project.

i. *Condominium Unit* or *Unit* means the portion of the Project that is designed and intended for separate ownership and use, as described in this Master Deed.

j. *Owner* means the person, firm, corporation, partnership, association, trust, other legal entity, or combination of entities that owns a Condominium Unit in the Project, including both the vendees and vendors of any land contract of purchase.

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

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

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

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

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

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

q. *Project or Condominium* means Hines Place Condominium, a residential site condominium development of Nineteen (19) Units established under the provisions of the Act.

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

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

Section 4. COMMON ELEMENTS

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

a. **Real Estate.** The Property referenced in Section 2 of this Master Deed (except for that portion of the Property described in Section 5.1 constituting a part of a Unit and any portion of the Property designated in Exhibit B as a Limited Common Element), including easement interests appurtenant to the Condominium, including but not limited to easements for ingress, egress, and utility installation over, across, and through non-Condominium property or individual Units in the Project;

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

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

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

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

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

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

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

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

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

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

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

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

4.2 Limited Common Elements. The Limited Common Elements are

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

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

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

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

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

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

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

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

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

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

c. **Association Oversight.** The exterior appearance of all structures, improvements, and yard areas (to the extent visible from any other Unit or from a Common Element)

shall be subject at all times to the approval of the Association and to any reasonable aesthetic and maintenance standards prescribed by the Association in duly adopted rules and regulations. The Association may not disapprove the appearance of an improvement so long as it is maintained as constructed by Developer or constructed with Developer's approval.

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

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

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

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

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

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

Section 5. UNITS

5.1 Description of Units. The Condominium consists of 19 Units numbered 1 through 19 inclusive. A complete description of each Unit in the Project, with elevations referenced to an official benchmark of the U.S. Geological Survey sufficient to accurately relocate the space enclosed by the description without reference to any structure, is contained in the Subdivision Plan as surveyed by the Project's consulting engineers and surveyors. Each Unit shall include all the space within the Unit boundaries and above to a depth of 20 feet below and a height of 50 feet above the surface as shown on Exhibit B, together with all appurtenances to the Unit.

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

5.3 Unit Modification. The number, size, style, boundary, or location of a Unit or of any Limited Common Element appurtenant to a Unit may be modified from time to time by Developer or its successors without the consent of any Owner, mortgagee (except as provided in the Act), or other interested person, so long as the modifications do not unreasonably impair or diminish the appearance of the Project or the view, privacy, or

other significant attribute of any Unit that adjoins or is proximate to the modified Unit or Limited Common Element. However, no Unit that has been sold or is subject to a binding Purchase Agreement shall be modified without the consent of the Owner or Purchaser and the mortgagee of the Unit. Developer may also, in connection with any modification, readjust Percentages of Value for all Units in a manner that gives reasonable recognition to the changes based on the method of original determination of Percentages of Value for the Project. All Owners, mortgagees of Units, and other persons interested or to become interested in the Project from time to time shall be deemed to have granted a Power of Attorney to Developer and its successors for any purpose that is similar in nature and effect to that described in Section 4.5 of this Master Deed.

Section 6. EXPANDABILITY OF THE CONDOMINIUM

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

Section 7. CONTRACTIBILITY OF CONDOMINIUM

7.1 Withdrawal of Land. The number of Units in the Project may, at Developer's option, from time to time within a period ending not later than six years after the recording of this Master Deed be decreased by the withdrawal of all or any portion of the lands described in Section 2.1. However, no Unit that has been sold or is the subject of a binding Purchase Agreement may be withdrawn without the consent of the Owner or purchaser and the mortgagee of the Unit. Developer may also, in connection with any contraction, readjust the Percentages of Value for Units in the Project in a manner that gives reasonable recognition to the number of remaining Units, based on the method of original determination of the Percentages of Value. Other than as provided in this Section 7, there are no restrictions or limitations on Developer's right to withdraw lands from the Project or on the portion or portions of land that may be withdrawn, the time or order of the withdrawals, or the number of Units or Common Elements that may be withdrawn. However, the lands remaining shall not be reduced to less than that necessary to accommodate the remaining Units in the Project with reasonable access and utility service to the Units.

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

7.3 Amendments to the Master Deed. A withdrawal of lands from this Project by Developer will be given effect by appropriate amendments to the Master Deed, which will not require the consent or approval of any Owner, mortgagee, or other interested person. Amendments will be prepared by and at the sole discretion of Developer and may

adjust the Percentages of Value assigned by Section 5.2 to preserve a total value of 100 percent for the entire Project resulting from any amendment.

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

Section 8. CONVERTIBLE AREAS

The Condominium does not have any convertible areas.

Section 9. EASEMENTS

9.1 Easements for Maintenance and Repair. If any portion of a Unit or Common Element encroaches on another Unit or Common Element due to the shifting, settling, or moving of a building or due to survey errors or construction deviations, reciprocal easements shall exist for the maintenance of the encroachment for so long as the encroachment exists and for the maintenance of the encroachment after rebuilding in the event of destruction. There shall also be permanent easements in favor of the Association (or Developer during the Development and Sale Period) for the maintenance and repair of Common Elements for which the Association (or Developer) may from time to time be responsible or for which it may elect to assume responsibility, and there shall be easements to, through, and over those portions of the land (including the Units) as may be reasonable for the installation, maintenance, and repair of all utility services furnished to the Project. Public utilities shall have access to the Common Elements and to the Units at reasonable times for the installation, repair, or maintenance of those services; and any costs incurred in the opening or repairing of any Common Element or other improvement to install, repair, or maintain common utility services to the Project shall be an expense of administration assessed against all Owners in accordance with the Condominium Bylaws.

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

9. 2 Easements Reserved by Developer. Developer reserves nonexclusive easements for the benefit of itself and its successors and assigns, which may be used at any time or times,

a. to use, improve, or extend all roadways, drives, and walkways in the Project for the purpose of ingress and egress to and from any Unit or real property owned by it and to and from all or any portion of the land described in Section 6 and

b. to use, tap, tie into, extend, or enlarge all utility lines and mains, public and private, located on the land described in Section 2

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

Section 10. AMENDMENT, TERMINATION, AND WITHDRAWAL

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

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

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

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

limitation rights to amend for purposes of contraction or modification of units, shall not be amended without the written consent of Developer so long as Developer or its successors continue to own and to offer for sale any Unit in the Project.

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

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

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

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

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

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

c. **Association Assets.** On recordation of a document terminating the Project, any rights the Owners may have to the net assets of the Association shall be in proportion to their respective undivided interests in the Common Elements immediately before

recordation, except that common profits (if any) shall be distributed in accordance with the Condominium Documents and the Act.

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

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

Section 11. ASSIGNMENT OF DEVELOPER RIGHTS

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

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

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

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

STATE OF MICHIGAN)
WAYNE COUNTY)

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

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

EXHIBIT A
CONDOMINIUM BYLAWS OF HINES PLACE CONDOMINIUM

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CONDOMINIUM BYLAWS

Section 1. ASSOCIATION OF OWNERS

1.1 Organization. Hines Place Condominium is a residential site condominium project located in the City of Livonia, Wayne County, Michigan, being developed in a single phase, to comprise of Nineteen (19) building sites. On the recording of the Master Deed, the management, maintenance, operation, and administration of the Project shall be vested in an Association of Owners organized as a nonprofit corporation under the laws of the State of Michigan. The Association will keep current copies of the Master Deed, all amendments to the Master Deed, and other Condominium Documents for the Project available at reasonable hours for inspection by Owners, prospective buyers, mortgagees, and prospective mortgagees of Units in the Project.

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

Section 2. MEMBERSHIP AND VOTING

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

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

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

2.4 Designation of Voting Representative. The person entitled to cast the vote for each Unit and to receive all notices and other communications from the Association shall be designated by a certificate signed by all the record owners of a Unit and filed

with the secretary of the Association. The certificate shall state the name and address of the individual representative designated; the number of the Unit owned; and the name and address of the person or persons, firm, corporation, partnership, association, trust, or other legal entity who is the Unit owner. All certificates shall be valid until revoked, until superseded by a subsequent certificate, or until a change has occurred in the ownership of the Unit.

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

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

Section 3. MEETINGS AND QUORUM

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

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

3.3 Advisory Committee. Within one year after the initial conveyance by Developer of legal or equitable title to an Owner of a Unit in the Project or within 120 days after conveyance of one-third of the total number of Units that may be created in the

Project, whichever first occurs, Developer shall select two or more persons from the nondeveloper Owners to serve as an advisory committee to the Board of Directors (the Advisory Committee). The purpose of the Advisory Committee is to facilitate communication between the Developer-appointed Board of Directors and the nondeveloper Owners and to aid in the ultimate transition of control to the Owners. The members of the Advisory Committee shall serve for one year or until their successors are selected, and the Committee shall automatically cease to exist at the Transitional Control Date. The Board of Directors and the Advisory Committee shall meet with each other at the request of the Advisory Committee, but there shall be not more than two such meetings each year unless both parties agree.

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

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

3.6 Mathematical Calculations. If the calculation of the percentage of members of the board that the nondeveloper Owners have a right to elect or the product of the number of members of the board multiplied by the percentage of Units held by the nondeveloper Owners results in a right of nondeveloper Owners to elect a fractional number of members of the board, a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number. After application of this formula, Developer shall have the right to elect the remaining members of the board. Application of this provision shall not eliminate the right of Developer to designate at least one member as provided in section 3.4.

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

Section 4. ADMINISTRATION

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

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

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

- g. granting licenses for the use of the Common Elements for purposes not inconsistent with the provisions of the Act or of the Condominium Documents
- h. authorizing the execution of contracts, deeds of conveyance, easements, and rights-of-way affecting any real or personal property of the Condominium on behalf of the Owners
- i. making repairs, additions, and improvements to or alterations of the Common Elements and repairs to and restoration of the Common Elements after damage or destruction by fire or other casualty or as a result of condemnation or eminent domain proceedings
- j. asserting, defending, or settling claims on behalf of all Owners in connection with the Common Elements of the Project and, on written notice to all Owners, instituting actions on behalf of and against the Owners in the name of the Association
- k. further duties as may be imposed by resolution of the members of the Association or that may be required by the Condominium Documents or the Act

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

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

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

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

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

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

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

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

4.9 Indemnification. All directors and officers of the Association shall be entitled to indemnification against costs and expenses incurred as a result of actions (other than

willful or wanton misconduct or gross negligence) taken or failed to be taken on behalf of the Association on 10 days' notice to all Owners in the manner and to the extent provided by the Association Bylaws. If no judicial determination on indemnification has been made, an opinion of independent counsel on the propriety of indemnification shall be obtained if a majority of Owners vote to procure such an opinion.

Section 5. ASSESSMENTS

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

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

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

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

b. **Budget Adjustments.** If the Board of Directors determines at any time, in its sole discretion, that the initial assessments levied are insufficient (i) to pay the costs of operation and maintenance of the Common Elements, (ii) to provide for the replacement of existing Common Elements, (iii) to provide for additions to the Common Elements not exceeding \$5,000 annually, or (iv) to respond to an

emergency or unforeseen development; the Board is authorized to increase the initial assessment or to levy any additional assessments it deems necessary for such purposes. The discretionary authority of the Board of Directors to levy additional assessments will rest solely with the Board of Directors for the benefit of the Association and its members and may not be attached by or subject to specific performance by any creditors of the Association.

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

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

5.4 Expenses of Administration. The expenses of administration shall consist, among other things, of the amounts the Board deems proper to operate and maintain the Condominium property under the powers and duties delegated to it and may include, without limitation, amounts to be set aside for working capital of the Condominium, for a general operating reserve, for a reserve for replacement, and for

meeting any deficit in the common expense for any prior year. Any reserves established by the Board before the initial meeting of members shall be subject to approval by the members at the initial meeting. The Board shall advise each Owner in writing of the amount of common charges payable by the Owner and shall furnish copies of each budget containing common charges to all Owners.

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

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

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

c. **Self-Help.** The Association may enter the Common Elements, Limited or General, to remove and abate any condition constituting a violation or may

discontinue the furnishing of services to an Owner in default under any of the provisions of the Condominium Documents on seven days' written notice to the Owner of the Association's intent to do so. An Owner in default shall not be entitled to use any of the General Common Elements of the Project and shall not be entitled to vote at any meeting of the Association so long as the default continues, but this provision shall not operate to deprive any Owner of ingress and egress to and from the Owner's Unit.

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

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

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

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

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

Section 6. TAXES, INSURANCE, AND REPAIR

6.1 Real Property Taxes. Real property taxes and assessments shall be levied against the individual Units and not against the Property of the Project or any phase of the Project, except for the calendar year in which the Project or phase is established. Taxes and assessments that become a lien against the Property in the year in which the Project was established shall be expenses of administration and shall be assessed against the Units located on the land with respect to which the tax or assessment was levied in proportion to the Percentage of Value assigned to each Unit. Real property taxes and assessments levied in any year in which a vacation of the Project occurs shall be assessed only against the individual Units. For tax and special assessment purposes, no Unit shall be combined with any other Unit or Units, and no assessment

of any fraction of a Unit or combination of any Unit with other whole or partial Units shall be made, nor shall any division or split of the assessment or taxes of a single Unit be made, whether the Unit is owned by an individual or multiple Owners. Taxes for real property improvements made to or within a specific Unit shall be assessed against that Unit only, and each Unit shall be treated as a separate, single parcel of real property for purposes of property taxes and special assessments.

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

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

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

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

d. **Power of Attorney.** The Board of Directors is irrevocably appointed as the agent for each Owner, each mortgagee, other named insured's and their beneficiaries, and any other holder of a lien or another interest in the

Condominium or the Property to adjust and settle all claims arising under insurance policies purchased by the Board and to execute and deliver releases on the payment of claims.

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

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

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

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

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

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

d. **Procedure and Timing.** Immediately after the occurrence of a casualty causing damage that is to be reconstructed or repaired by the Association, the

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

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

- a. **Condominium Units.** In the event of the taking of all or any portion of a Condominium Unit or any improvements located within the perimeters of a Unit, the award for the taking shall be paid to the Owner of the Unit and any mortgagee, according to their interests. If an Owner's entire Unit is taken by eminent domain, the Owner and any mortgagee shall, after acceptance of the condemnation award, be divested of all interest in the Project.
- b. **Common Elements.** In the event of the taking of all or any portion of the General Common Elements, the condemnation proceeds relative to the taking shall be paid to the Association for use by or distribution to its members. The affirmative vote of 80 percent or more of the Owners in number and in value shall determine whether to rebuild, repair, or replace the portion taken or to take another action.
- c. **Amendment to the Master Deed.** If the Project continues after the taking by eminent domain, the remaining portion of the Project shall be resurveyed and the Master Deed amended accordingly; and if any Unit has been taken, section 5 of the Master Deed shall also be amended to reflect the taking and to proportionately readjust the Percentages of Value of the remaining Owners based on the continuing total value of the Condominium of 100 percent. The amendment may be completed by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval by any Owner.
- d. **Notice to Mortgagees.** If any Unit in the Condominium, the Common Elements, or any portion of them is made the subject matter of an eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Association shall promptly notify each holder of a publicly recorded mortgage lien on any of the Units in the Condominium.
- e. **Inconsistent Provisions.** To the extent not inconsistent with the provisions of this section, MCL 559.233 shall control on any taking by eminent domain.

Section 7. CONSTRUCTION REQUIREMENTS

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

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

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

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

7.5 Approval of Contractor. All residences and other structures shall be constructed only by residential home builders licensed by the State of Michigan and approved in writing by Developer or, following the Development and Sales Period, by the Review Committee. If building construction is intended to commence within three months

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

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

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

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

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

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

d. **Letter and Delivery Boxes.** The Developer or Review Committee will install and determine the location, design, and permitted lettering of all mail and paper delivery boxes which shall be a cluster delivery/mailbox or mailboxes and to be located within the General Common Areas of the Project. Each Owner is responsible for the pro-rata cost of the cluster mailboxes and the installation thereof which the estimated cost is \$175.00 per Unit Owner and this mailbox fee must be paid at the closing of each Unit.

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

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

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

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

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

7.12 Setback Lines. No building will be erected on any Unit nearer to the street line or to either side Unit boundary or closer to the rear Unit boundary than permitted by the setback requirements of the Planned Development District for the Condominium or zoning applicable to the Unit that is in effect at the time of the contemplated construction of any building unless a variance or other permission for the setback is obtained from the applicable authority. If compliance with these setback requirements is impracticable or would create a hardship for a corner Unit or an odd-shaped building site, the Review Board may specify front yard, side yard, and rear yard widths and depths that are less than those required by this section. When 1½ or more Units are acquired as a single building site, the side Unit boundaries will refer only to the Unit boundary lines bordering the property of adjoining owners.

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

Section 8. USE AND OCCUPANCY RESTRICTIONS

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

8.2 Common Areas. The Common Elements shall be used only by the Owners of Units in the Condominium and their agents, tenants, family members, invitees, and licensees for access, ingress to, and egress from the respective Units and for other purposes incidental to use of the Units. Any parking areas or other Common Elements designed for a specific purpose shall be used only for those purposes or other uses approved by the Board. The use, maintenance, and operation of the Common Elements shall not be obstructed, damaged, or unreasonably interfered with by any Owner and shall be subject to any lease or easement presently in existence or entered

into by the Board at some future date that affects all or any part of the Common Elements.

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

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

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

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

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

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

as a model or for display purposes by the Developer or other entity. Political signs for a period of three months (90) days prior to an election may be displayed, one sign per candidate, ground-mounted, on the Unit. No political sign shall be permitted on any of the General Common Element areas. No political sign shall exceed four square feet. Garage sale signs may be displayed for three days at a time on any Unit, and one sign may be displayed at the Entrance to the Condominium, but no garage sale sign shall be displayed on any Unit or General Common Element for more than three days. Signs shall be subject to City of Livonia Code of Ordinances.

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

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

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

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

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

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

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

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

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

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

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

8.5 Rules of Conduct. Additional rules and regulations consistent with the Act, the Master Deed, and these Bylaws concerning the use of Units and Common Elements may be promulgated and amended by the Board. Copies of the rules and regulations must be furnished by the Board to each Owner at least 10 days before their effective date and may be revoked at any time by the affirmative vote of the Board or 60 percent or more of all Owners.

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

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

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

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

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

Section 9. MORTGAGES

9.1 Notice to the Association. Any Owner who mortgages a Unit shall notify the Association of the name and address of the mortgagee (in this section, the Mortgagee), and the Association will maintain this information. The information

relating to Mortgagees will be made available to Developer or its successors as needed to obtain consent from or give notice to Mortgagees concerning actions requiring consent from or notice to Mortgagees under the Condominium Documents or the Act.

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

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

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

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

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

Section 10. LEASES

10.1 Notice of Lease. An Owner, including Developer, who intends to lease a Unit shall disclose that fact in writing to the Association at least 10 days before presenting a lease form to the prospective tenant and, at the same time, shall supply the Association with a copy of the lease form. No Unit shall be leased for a period of less than one (1) year without the prior written consent of the Association.

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

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

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

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

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

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

Section 11. TRANSFER OF UNITS

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

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

Section 12. ARBITRATION

12.1 Submission to Arbitration. Any dispute, claim, or grievance arising out of or relating to the interpretation or application of the Master Deed, Bylaws, or other Condominium Documents and any disputes, claims, or grievances arising among or between Owners or between Owners and the Association may, on the election and

written consent of the parties to the dispute, claim, or grievance and written notice to the Association, be submitted to arbitration; and the parties shall accept the arbitrator's decision and award as final and binding. The Arbitration Rules for the Real Estate Industry of the American Arbitration Association, as amended and in effect from time to time, shall apply to all such arbitrations.

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

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

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

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

Section 13. OTHER PROVISIONS

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

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

13.3 Notices. Notices provided for in the Act, Master Deed, or Bylaws shall be in writing and shall be addressed to the Association at its registered office in the State of Michigan and to any Owner at the address in the deed of conveyance or at another address subsequently provided. The Association may designate a different address for notices to it by giving written notice of the change of address to all Owners. Any Owner may designate a different address for notices by giving written notice to the

Association. Notices addressed as above shall be deemed delivered when mailed by U.S. mail with postage prepaid or when delivered in person.

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

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

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

UNAPPROVED MINUTES

1

MINUTES OF THE 1,175th PUBLIC HEARINGS AND REGULAR MEETING HELD BY THE CITY PLANNING COMMISSION OF THE CITY OF LIVONIA

On Tuesday, August 31, 2021, the City Planning Commission of the City of Livonia held its 1,175th Public Hearing and Regular Meeting in the Livonia City Hall, 33000 Civic Center Drive, Livonia, Michigan.

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

Members present: David Bongero Sam Caramagno Glen Long
 Betsy McCue Carol Smiley Peter Ventura
 Ian Wilshaw

Members absent: None

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

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

ITEM #1 PETITION 2021-07-02-13

Hines Place

Mr. Caramagno, Secretary, announced the first item on the agenda, Petition 2021-07-02-13 submitted by Leo Soave requesting special waiver use approval to develop a Planned Residential Development pursuant to Article XX of the City of Livonia Zoning Ordinance #543, as amended, consisting of a condominium subdivision with nineteen (19) detached single-family homes on the properties at 37711, 37631 and 37601 Plymouth Road, located on the south side of Plymouth Road

between Newburgh Road and Jarvis Avenue in the Southeast ¼ of Section 30.

Mr. Taormina: This is a request to develop a Planned Residential Development consisting of 19 single-family homes that would be in the form of a condominium subdivision. The location of this property is the southwest corner of Plymouth and Jughandle Roads. The property is 3.36 acres in total area and is currently undeveloped. The site, as you can see from this zoning map, is bounded on three sides by public roads. Along the north side is Plymouth Road with about 298 feet of frontage. On the east side is Jughandle Road with 395 feet of frontage. To the south is Edward Hines Park which is 136 feet. On the west side of the property, the site borders Hunters Park Estate condominiums, which is zoned R-1 (Single Family Residential). The property is currently in the process of being rezoned from C-1 (Local Business) to R-C (Residential Condominium). City Council gave first reading to the rezoning on July 12, 2021. The Second reading and roll call, which is the final step in the rezoning process, is on hold pending a review of the special waiver-use and site plan. R-C zoning allows condominium dwellings as a permitted use, subject to the review and approval of the Planning Commission and City Council. The Use of the PRD standards under Article XX requires waiver-use approval. PRD is a special development option that allows for reduced yard requirements to help overcome natural and other unique obstacles or constraints that pose challenges to land development under conventional design standards. Hines Place is being proposed as a detached condominium subdivision. The Planned Residential Development option does not increase density. The number of units is limited to what would normally be achieved using conventional design standards. In an R-C district, the maximum allowable density is calculated according to the minimum land area per unit. For each two-bedroom unit, a total of 4,350 square feet of land is required. This translates roughly to a density of 10 units per acre. Thus, the subject 3.4-acre site, the maximum number of two-bedroom homes would be 34. As was indicated earlier, the site plan shows 19 units, which equates to a density of roughly 5.6 dwelling units per acre and is well below the allowable density. Article XX does not regulate individual lot size. The current design concept shows most of the lots measuring 40 feet in width by 100 feet in depth, for a total area of 4,000 square feet. All the home sites would front on a 24-foot-wide private street that would have access from Jughandle. The proposed street would extend approximately 150 feet in an

east/west direction from Jughandle and then turn north for approximately 280 feet where it would end in a T-turnaround just south of Plymouth Road. A sidewalk is provided for all of the lots and this new sidewalk system would join with new public sidewalks that would be provided along both Plymouth Road and Jughandle Road. Management of the site storm runoff would occur in the southwest corner of the site in the form of an underground detention basin. The landscaping plan shows a variety of plantings in several areas, including along the site's frontages on Plymouth and Jughandle and on the berm along the west side of the property where it abuts the adjacent Hunters Park residential development. Additionally, there is a tree shown in the front yard of each unit. Signage is allowed. One identification sign that would be a maximum of 20 square feet in area and five feet in height. The sign must be at least 10 feet from the right-of-way. We have not yet reviewed this development in terms of its signage, but there is ample room provided at the entrance off of Jughandle for a sign to be placed that meet all of these requirements. A draft of the Master Deed and By-Laws were submitted. All of the homes would be partially bricked. On multi-story homes, at least 65% of the exterior would consist of stone or brick. For ranches, that percentage would increase to 80%. The Petitioner's final drawings show some of the building plans. We will go through these quickly. Here are some of the homes...the designs that the petitioner submitted. Again, these are mostly 1-½ story homes including a two-car attached garage. You can see the floor plan and layout. In terms the architecture, there are a variety of front elevations. With that, Mr. Chairman, I can read out the departmental correspondence.

Mr. Wilshaw: Yes, please.

Mr. Taormina: The first item is from the Engineering Division, dated August 17, 2021, which reads as follows: *"In accordance with your request, the Engineering Division has reviewed the above referenced petition. We have no objections to the proposed project at this time. The subject parcels are assigned the addresses of #37601, #37631 and #37711 Plymouth Road. The existing parcels are currently serviced by public water main, sanitary sewer and storm sewer, although the storm sewers are under the jurisdiction of Wayne County. The developer is familiar with the Engineering Department standards for site developments, and has been in contact with this office regarding this project. Based on a review of the submitted drawings, the following items should be noted: The roadway widths do not meet current*

Engineering Department standards, which indicates that all roadways, and storm sewer within them, will be privately owned. All storm sewers on the site will be privately-owned, and will be subject to review and permitting through the Wayne County Department of Public Service. The development will need to meet the requirements of the Wayne County Storm Water Ordinance. Although the roadway will be privately-owned, it is recommended that the developer obtain guidance by a licensed Geotechnical Engineer for a proposed roadway cross-section based on soil borings from the site. The developer will need to obtain permits from Wayne County for the proposed roadway connection to Jughandle Avenue, as well as for any work occurring within the Plymouth Road right-of-way.” The letter is signed by David W. Lear, P.E., Assistant City Engineer. The next letter is from the Livonia Fire & Rescue Division, dated August 4, 2021, which reads as follows: “This office has reviewed the site plan submitted in connection with a request to construct site condominiums on property located at the above referenced address. We have no objections to this proposal with the following stipulations: A fire access road shall be provided with not less than 20 feet of unobstructed width and have a minimum of 13 feet 6 inches of vertical clearance in accordance to 18.2.3.4.1.1 and 18.2.3.4.1.2 of NFPA 1, 2015. Standard for residential cul-de-sacs is 50' with a minimum right-of-way radius of 60' to provide for sidewalks and utilities. Fire lanes shall be marked with wall or pole mounted signs that have the words: FIRE LANE - NO PARKING painted on both sides (for pole mount) or single sided (for wall mount) in contrasting colors at a size and spacing approved by the Authority Having Jurisdiction. Fire Hydrants and Water Supply shall be required according to 18.3 NFPA 1, 2015. Note: Per the City of Livonia Engineering Division: Fire hydrants in areas with single family residential structures will have spacing not to exceed 500 feet. Hydrants must be E.J. I.W. Midwest Model 6-BR or E.J.I.W. Water Master model 5-BR-250 located a minimum 3' behind the curb.” The letter is signed by Greg Thomas, Fire Marshal. The next letter is from the Division of Police, dated August 4, 2021, which reads as follows: “I have reviewed the plans in connection with the petition. I have no objections to the proposal.” The letter is signed by Scott Szczepanski, Sergeant, Traffic Bureau. The next letter is from the Inspection Department, dated August 23, 2021, which reads as follows: “Pursuant to your request, the above-referenced petition has been reviewed. This Department has no objections to this petition.” The letter is signed by Jerome Hanna, Director of Inspection. The next letter is from the Finance Department,

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dated August 6, 2021, which reads as follows: *"I have reviewed the addresses connected with the above noted petition. As there are no outstanding amounts receivable, general or water and sewer, I have no objections to the proposal."* The letter is signed by Connie Kumpula, Chief Accountant. The next letter is from the Treasurer's Department, dated August 4, 2021, which reads as follows: *"In accordance with your request, the Treasurer's Office has reviewed the name and addresses connected with the above noted petition. At this time, there are taxes due, but they are not delinquent, therefore I have no objections to the proposal."* The letter is signed by Lynda Scheel, Treasurer. That is the extent of the correspondence.

Mr. Wilshaw: Are there any questions of the Planning Director?

Mr. Bongero: Just one question. At the study meeting we had talked about maybe changing the configuration of the end cul-de-sac or the hammerhead down there. Did that ever come up?

Mr. Taormina: That has not come up. There were no changes. I am not sure if the petitioner has anything to add.

Mr. Bongero: Oh, okay. Thank you.

Mr. Wilshaw: With that, if there are no other questions for our planning staff, we will go to our petitioner, Mr. Pastor. Good evening.

John Pastor, 33461 Capri Court, Livonia, MI. I am representing Leo Soave Homes. Here to answer any and all of your questions. One being the cul-de-sac. They are going to...they have to meet with Wayne County Engineering and the Fire Department to make sure what angle they want that road on. They will be doing that, it is just a matter of meeting with them and meeting their criteria to see how they want that laid out. They did...Mr. Soave is aware and will be doing that with those department heads

Mr. Bongero: Thank you.

Mr. Wilshaw: Thank you, Mr. Pastor. Is there any other questions for our petitioner from and of the commissioners? I think you are going to have an easy night in regard to questions. Is there anybody in the audience that wishes to speak for or against this item? We have one person in our audience. Sir, can you please come forward. We can't hear you without the microphones. That way the TV audience can hear you as well.

Dave Svoboda, Hunters Park Court, Livonia, MI. I am representing and they just wanted me to make sure that it is what we thought it was going to be. Which in fact it is. He answered every question I had. The only point of clarification would be, are these two-bedroom, three-bedroom, a mix?

Mr. Wilshaw: We can have the petitioner describe that for you so you can have a better idea. We have some photos as well, but we will have him actually talk about the square footage and the number of bedrooms and so on so that you can...Mr. Pastor, you heard the question from our resident here regarding the homes, can you just describe them a little bit.

Mr. Pastor: The homes are going to range anywhere from 1,400 to 2,000 square feet, two-car garage, you're going to have from two to three bedrooms depending on the clientele which ones they are going to want more. It is going to be a mixed use. It will have different elevations, so they aren't going to be 19 of the same elevations. At least three.

Mr. Wilshaw: Great, thank you, sir. There is no one else in our audience so I will go back to our commissioners and see if there are any other additional questions.

Ms. Smiley: Mr. Pastor, do you have these built somewhere else?

Mr. Pastor: No, not these small ones, no. This is...these are a little bit smaller units being smaller units and smaller lot sizes designed for the probably empty nesters so that they can have less maintenance, but what is good about this project or product is we are not back-to-back. We are not all connected so we still have our own individual houses, but it is still a condominium, and you aren't taking care of much yard. It is a unique new product that is coming out on the market and more and more people are getting more excited about this product.

Ms. Smiley: When you say you're not taking care of your own yard, does the condo...

Mr. Pastor: No, you still take care of your yard, the common areas...it is still the same, you just don't have much yard to take care of. As you would in a normal instance.

Ms. Smiley: You would be responsible for your snow removal and your lawn cutting and all of that?

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Mr. Pastor: You will have snow removal and lawn cutting on your own property, but they will...since it is a private road, they will have a snow plow company with the condominium association paying for it.

Ms. Smiley: Okay. Thank you.

Mr. Wilshaw: Thank you, Ms. Smiley. Any other questions?

Mr. Caramagno: John, when might this project start?

Mr. Pastor: We are hoping to get the seven-day waiver and try to get to Council and get the second reading in and get their waiver so that we can get our plans in to the Engineering Department. He wants to start before year-end.

Mr. Caramagno: Thank you.

Mr. Pastor: That just goes with Wayne County, because I don't know if you know, they are really backed up. Actually, they have consultants now helping them review plans, so OHM...there are other consultants actually reviewing the plans because Wayne County is so far backed up.

Mr. Caramagno: Thank you.

Mr. Wilshaw: Thank you, Mr. Caramagno. Any other questions?

Mr. Ventura: Mr. Pastor, who will manage the homeowner's association?

Mr. Pastor: Mr. Soave will until the majority of the homes are sold and then he turns it over to the homeowner's association.

Mr. Ventura: And they will have an election or something?

Mr. Pastor: Yes.

Mr. Ventura: Is there a...do you know what the homeowners fee, the HOA fee's will be or will be...

Mr. Pastor: Right now they usually start off at \$500 a year.

Mr. Ventura: \$500 a year?

Mr. Pastor: Yup.

Mr. Ventura: Great.

Mr. Pastor: That is what my association is and I am in the Capri Court and there is 17 houses there and we are \$500 for a year.

Mr. Ventura: Thank you.

Mr. Wilshaw: Thank you, Mr. Ventura. Any other questions? If not, I think we have exhausted our questions for this item. I will close the public hearing and a motion would be in order.

On a motion by Smiley, seconded by Long, and unanimously adopted, it was

#08-45-2021 **RESOLVED**, That pursuant to a Public Hearing having been held by the City Planning Commission on August 31, 2021, on Petition 2021-07-02-13 submitted by Leo Soave requesting special waiver use approval to develop a Planned Residential Development pursuant to Article XX of the City of Livonia Zoning Ordinance #543, as amended, consisting of a condominium subdivision with nineteen (19) detached single-family homes on the properties at 37711, 37631 and 37601 Plymouth Road, located on the south side of Plymouth Road between Newburgh Road and Jarvis Avenue in the Southeast ¼ of Section 30, the Planning Commission does hereby recommend to the City Council that Petition 2021-07-02-13 be approved subject to the following conditions:

1. That the Master Deed and bylaws complies with the requirements of the Zoning Ordinance and the Subdivision Control Ordinance, Title 16, Chapter 16.04-16.40 of the Livonia Code of Ordinances.
2. That the Site Plan identified as Sheet Number CS-100. 1, dated August 2, 2021, as revised, prepared by Angle Design & Engineering is hereby approved and shall be adhered to.
3. That the Landscape Planting Plan and Landscape Notes and Details identified as LP-1 and LP-2, respectively, both dated July 27, 2021, prepared by Nagy Devlin Land Design, are hereby approved and shall be adhered to.
4. That all disturbed lawn areas, including road rights-of-way, shall be sodded in lieu of hydroseeding.

5. That underground sprinklers are to be provided for all landscaped and sodded areas and all planted materials shall be installed to the satisfaction of the Inspection Department and thereafter permanently maintained in a healthy condition.
6. That streetlights and sidewalks shall be installed throughout the development to the satisfaction of the Engineering Department.
7. In the event of a conflict between the provisions set forth in the Master Deed and bylaws and the requirements set forth in the City of Livonia Zoning Ordinance, the Zoning Ordinance requirements shall prevail, and the petitioner shall comply with the Zoning Ordinance requirements.
8. That the petitioner shall include language in the Master Deed and bylaws or a separate recordable instrument wherein the condominium association shall reimburse the City of Livonia for any maintenance or repair costs incurred for the storm water detention/retention and outlet facilities.
9. That the petitioner shall comply to the satisfaction of the Department of Public Safety, Livonia Fire and Rescue the stipulations as outlined in the correspondence dated August 4, 2021.
10. The developer and all contractors and subcontractors shall employ best management practices to prevent, reduce and mitigate the problems associated with soil erosion and airborne dirt and dust from migrating off-site, including provisions for erosion control barriers, daily street sweeping, watering, and halting earthwork activities on days when the wind conditions are likely to cause a problem.
11. That only a conforming entrance marker is approved with this petition, and any additional signage shall be separately submitted for review and approval by the Zoning Board of Appeals.
12. That all required cash deposits, certified checks, irrevocable bank letters of credit and/or surety bonds shall be deposited with the City prior to the issuance of engineering permits for this site condominium development; and

13. Pursuant to the Zoning Ordinance of the City of Livonia, this approval is valid for a period of one (1) year only from the date of approval by City Council, and unless a building permit is obtained, this approval shall be null and void at the expiration of said period.

FURTHER RESOLVED, That notice of the above hearing was given in accordance with the provisions of Section 19.05 of Zoning Ordinance #543, as amended.

Mr. Wilshaw: Is there any discussion?

Mr. Wilshaw, Chairman, declared the motion is carried and the foregoing resolution adopted.

Mr. Wilshaw: I believe our petitioner is requesting a seven-day waiver. Is someone willing to offer that?

On a motion by Smiley, seconded by McCue, and unanimously adopted, it was

#08-46-2021 **RESOLVED**, , that the City Planning Commission does hereby determine to waive the provisions of Section 10 of Article VI of the Planning Commission Rules of Procedure, regarding the effective date of a resolution after the seven-day period from the date of adoption by the Planning Commission, in connection with Petition 2021-07-02-13 submitted by Leo Soave requesting special waiver use approval to develop a Planned Residential Development pursuant to Article XX of the City of Livonia Zoning Ordinance #543, as amended, consisting of a condominium subdivision with nineteen (19) detached single-family homes on the properties at 37711, 37631 and 37601 Plymouth Road, located on the south side of Plymouth Road between Newburgh Road and Jarvis Avenue in the Southeast ¼ of Section 30.

Mr. Wilshaw: Is there any discussion?

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