



## Conditional Use Permit

BZCU-23-71

Application Fee	\$ 60.00
Ad Fee (for Legal Notice)	\$ 15.00
Recording Fee	\$ 25.00
Total Due	\$ 100.00

Conditional Permit Renewal Fees	\$ 75.00
Conditional Use Permit Late Renewal Fee	\$ 20.00 per meeting

Purpose: Per the City of Madison Zoning Ordinance, the Official Schedule of District Regulations identifies each land use according to whether it is a permitted use, a conditional use, or a prohibited use within each district. A conditional use permit is granted by the Board of Zoning Appeals to allow a use other than a principally permitted use to be established within the district to the property owner who makes the original application. This permit does not transfer to the new owner if the property changes ownership. The new owner must apply to the Board of Zoning Appeals for a new permit in order to continue the use that was conditionally allowed.

This application must be filed at least 15 days prior to scheduled meeting to be eligible for consideration at that meeting. Actual deadlines vary due to holidays, office business hours and operating schedule, media publishing deadlines, etc. Deadlines are published publicly and can also be provided by contacting the Planning Office.

### APPLICANT INFORMATION

Name: Rebecca Brown / Covert Grove Properties, LLC  
Street: 1013 Cattail Rd.  
City: DTisco State: IN Zip: 47163  
Phone (Preferred): 678-427-1548  
Phone (Alternate): \_\_\_\_\_  
Email: rjbrown@gmail.com

### OWNER INFORMATION (IF DIFFERENT\*)

Name: \_\_\_\_\_  
Street: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone (Preferred): \_\_\_\_\_  
Phone (Alternate): \_\_\_\_\_  
Email: \_\_\_\_\_

\* If Applicant is not Owner, MUST submit documentation from owner authorizing applicant on their behalf.

### PROPERTY FOR WHICH A CONDITIONAL USE IS REQUESTED

Address and/or Legal Description of Property: 612 Mulberry St.  
Madison, IN 47250

Zoning Classification: HDR

Description of Existing Use: Vacant. Previously single family home

Proposed Schedule of Uses Category #: 130

Description of Proposed Use: Long term rental - apartments.  
3 apartments - Apt #1 - 2 bedroom 1 1/2 bath ~ 1800 sq ft  
Apt #2 - 1 bedroom 1 bath ~ 900 sq ft  
Apt #3 - 1 bedroom 1 bath ~ 900 sq ft

Submit property site plan showing structures, setbacks, parking, adjoining streets and neighboring land uses.

Per the City of Madison Zoning Ordinance, the Board of Zoning Appeals shall review the particular facts and circumstances of each proposed use in terms of the established standards and shall find adequate evidence supporting such use at the proposed location.

Provide a detailed Narrative statement demonstrating that the requested variance conforms to the following standards. Respond to each question below with Yes/No and why. Use additional pages if necessary.

1. Is this use in fact a conditional use as established under the provisions of Article V and appears on the Official Schedule of District Regulations adopted by Section 7.00 for the zoning district involved?  
Yes. 130. Apartments and Condominiums.
2. Will this use be harmonious with and in accordance with the general objectives, or with any specific objective of the City's Comprehensive Plan and/or the Zoning Ordinance?  
Yes. Long term rentals are harmonious and in accordance with continued economic development for the downtown district.
3. Will this use be designed, constructed, operated, and maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity and that such use will not change the essential character of the same area?  
Yes. No changes to the exterior are planned with the exception of removing the ramp to the front door and providing parking from the alley - McCauley Ln.
4. Will this use be hazardous or disturbing to existing or future neighboring uses?  
No. Residential Use is consistent with neighboring properties.
5. Will this use be served adequately by essential public facilities and services such as highways, streets, police and fire protection, drainage structures, refuse disposal, water and sewer, and schools; or that the persons or agencies responsible for the establishment of the proposed use shall be able to provide adequately any such services?  
Yes. The rental units will have a limited capacity which will not overly burden the public facilities & services.
6. Will this use create excessive additional requirements at public expense for public facilities and services and/or will it be detrimental to the economic welfare of the community?  
No. No additional requirements are required and it adds to the economic welfare of the community thru taxes and providing additional housing.
7. Will this involve uses, activities, processes, materials, equipment, and conditions of operation that will be detrimental to any persons, property, or the general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare, or odors?  
No. Residential Use in a residential neighborhood. Rental Rules and Regulations provided.
8. Will this use have vehicular approaches to the property which will be so designed as not to create an interference with traffic on surrounding public thoroughfares?  
N/A. No new vehicular approaches will be created. However, parking spaces from McCauley Lane will be identified for tenants.
9. Will this use result in the destruction, loss, or damage of natural, scenic, or historic features of major importance?  
No. The exterior of the house will not be modified, with the exception of the front door ramp removal.

Include any other documents/information which you feel will aid the Board in making its determination.

*Certified letters MUST be mailed to adjoining property owners (includes owners of real estate at corners, across streets, alleys or easements as well as others who may share a common boundary) at least ten (10) days prior to the meeting. The Planning Office can assist you in obtaining this information. Proof of the Certified Mail receipts and the corresponding returned green cards shall be given to the Planning Office at least one (1) working day prior to the scheduled meeting. The Board will not review the application unless these are received.*

I certify that the information provided in this application is true and accurate to the best of my ability and I understand and agree to the Certified mail stipulations.

8/25/2023  
Date

*R. Brown*  
Signature of Applicant

COMPLETED BY PLANNING OFFICE

Application Accepted on: 8/15/2023  
Application Accepted by: Joe Brown 92

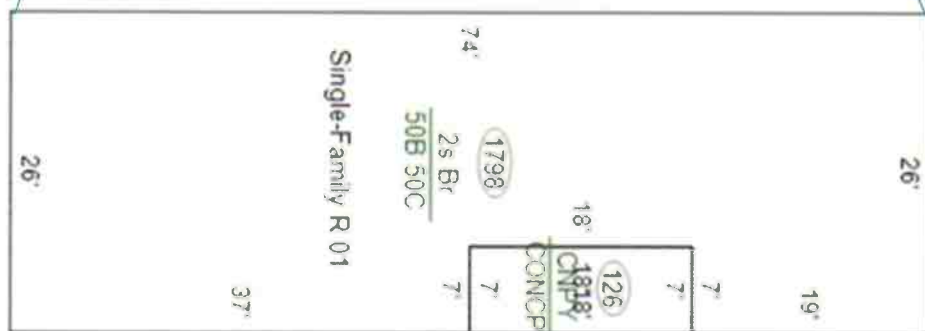
Meeting Information: Board of Zoning Appeals

101 W Main St, Madison, IN 47250 – Council Chambers  
Meeting Date: TUESDAY October 10, 2023 Time: 6:00PM

Documentation Review (Completed by Planning Office)

- ☒ Owner Authorization provided (if req'd)
- ☒ Site plan is adequate
- ☒ Narrative Statements completed  
(Proposed Use & 1 – 9 above)
- ☒ Application is complete
- ☒ GIS Information to applicant and attached
- ☐ Certified Mail Receipts received (attach)
- ☐ Certified Mail Green Cards received (attach)
- ☐ Category # Requires Conditional Use

Staff Notes

landlord/manager. Tenant is responsible for keeping light bulbs and detectors in working order for the duration of tenancy.

**Parking:** Vehicles shall only be parked in designated parking space or on the street. Vehicles must be operational. Absolutely no obstructing other vehicles, parking on the lawn, sidewalk, or walkways. Trailers, boats, and recreational vehicles shall not be parked on the premises. Vehicles in violation may be towed without further notice.

**Trash/Garbage Receptacles:** All trash and garbage shall be in tied plastic bags and placed in the proper receptacles. Recycling bins are for the proper disposal of recyclable trash only and are available through Madison Water/Sewer, if needed. Tenants shall adhere to the city's *[insert scheduled day of week]* morning pick-up schedule.

**Lockout/Lost Key:** Lockout service may be requested between 10am-4pm, Monday – Friday for a \$35.00 Lockout Fee. After-hours lockouts will require the use of an independent locksmith. Tenants shall not change or add to the locks of the rental at any time. Lock changes shall be conducted only by the landlord/manager. New locks may be requested for a fee.

**Animals:** No animals shall be permitted inside the rental or on the premises *at any time* unless tenant has authorization for the animal in writing from the landlord/manager.

**Vehicle Maintenance:** Vehicle washing and repair shall not be conducted on the premises.

**Cooking:** Cooking shall only be conducted in the kitchen. A barbeque outside is permitted. Tenant shall never pour cooking grease or other damaging/obstructing objects down toilets, sinks or drains.

**Weapons:** Tenant shall not possess, use, or store deadly weapons in the rental or elsewhere on the premises, including firearms, unless authorized in writing from the landlord/manager and legally registered.

**Maintenance:** Maintenance requests must be made in writing. Tenant is liable for all expenses incurred that are a result of tenant misuse or neglect, including that done by guests and visitors.

**Plumbing:** Tenant shall report all drips and leaks immediately to the landlord/manager. Tenant is liable for all expenses or repairs resulting from tenant stopping of waste pipes or overflow from sinks, tubs, toilets, showers, washbasins or containers.

**Vandalism/Illegal Activities:** Vandalism of any kind will not be tolerated. Any tenant or guest who vandalizes the rental or grounds in any way is liable for criminal prosecution. Tenant is liable for all expenses associated with returning the premises to their proper condition. Illegal activity of any sort will not be tolerated. All illegal activities will be reported to the proper authorities and will result in immediate eviction.

**Roof:** Tenant shall not be permitted on the roof of the property at any time. This includes the porch roof.

**Window Screens:** The landlord/manager is not obligated to provide additional screens for windows or doors. Additional screens can be provided at tenant's expense.

Tenant Initial Here \_\_\_\_\_

**Inspections:** Routine inspections of the premises may be conducted with proper notice.

**Tenant(s) agree that they have read, understand, and will abide by these Rules and Regulations and understand(s) that they are personally liable for the behavior and actions of their household, guests, and visitors.**

**Dated** as of this \_\_\_\_\_ **day** of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
*Landlord/Manager*

\_\_\_\_\_  
*Tenant*

\_\_\_\_\_  
*Tenant*

Tenant Initial Here \_\_\_\_\_

## **Rules and Regulations**

The following is a part of the Lease Agreement Dated: \_\_\_\_\_

Between (LANDLORD): Covert Grove Properties, LLC

And (TENANT(s)): \_\_\_\_\_

The following is a list of rules and regulations that are part of the Lease Agreement. These rules and regulations are for the purpose of maintaining the aesthetic appearance and comfortable living environment of the home and insure proper use of the rental and the premises. Tenant agrees to comply with all rules and regulations and understands that they are responsible and liable for the actions and behavior of their entire household, as well as their guests and visitors. Violations of the below rules and regulations will result in termination of tenancy.

**Occupancy:** Occupancy is limited to those listed on the Lease Agreement. Any additional person(s) staying in the home for a period of more than 14 days must complete an application and be approved for tenancy. Unapproved occupants staying in the home for more than 14 days will result in termination of tenancy for all occupants. For emergency purposes, please inform the landlord/manager of the name and license plate number of **any** person staying in the home for any amount of time.

**Contact Information:** Tenant and landlord/manager shall keep the other informed of current contact information at all times, including phone numbers, emails, and emergency contacts.

**Smoking:** Smoking in the home or on the property is prohibited. Tenant will be held liable for any smoke-related damage, including odor or stains in the walls, ceilings, flooring, and other damage caused by smoking. Tenants are responsible and liable for the actions of their guests and visitors.

**Porches:** Porches must remain clear of debris, garbage, and other clutter. Porches may not be used to dry clothes or as storage.

**Window Coverings:** Tenants may not use bed sheets, blankets, or other similar materials for window coverings.

**Satellite Dishes/Antennas:** Satellite dishes and antennas may not be installed or attached to the building.

**Noise:** Tenants shall respect their neighbor's rights to peace and quiet, including keeping voices, music, stereos, and vehicles noise levels to a normal level. Tenants shall use the premises in a way as to not disturb neighbors, including not honking, revving engines, or in other ways being disruptive.

**Housekeeping:** Tenants shall keep the premises clean, sanitary, and neat by performing routine housekeeping at regular intervals, including keeping clutter to a minimum, disposing of trash and garbage in a proper manner, sweeping, vacuuming and wiping down all surfaces. Tenant may not make any permanent changes to the dwelling (including painting) without written permission from the

Tenant Initial Here \_\_\_\_\_





### MadisonZoning

Zoning Code:

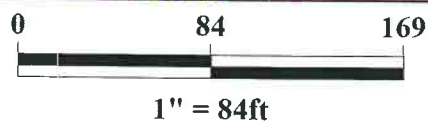
- CBD
- GB
- HDR

### Regional Counties

- County Boundary
- Townships
- Corporate Boundaries
- Water
- Parcels
- Drives, Alleys, etc.

### Addresses

- Regional Counties
- Regional Roads
- Regional Highways
- Water
- Railroad
- Drives, Alleys, etc.
- Roads
- Highways



# 612 Mulberry St