

**GENOA CHARTER TOWNSHIP
PLANNING COMMISSION
PUBLIC HEARING
JUNE 14, 2021
6:30 P.M.
AGENDA**

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

APPROVAL OF AGENDA:

DECLARATION OF CONFLICT OF INTEREST:

CALL TO THE PUBLIC: *(Note: The Board reserves the right to not begin new business after 10:00 p.m.)*

OPEN PUBLIC HEARING # 1... Review of a special use application, environmental impact assessment and site plan to allow outdoor storage of two containers located at 7372 Grand River, Brighton for Community Bible Church. The request is petitioned by Community Bible Church.

- A. Recommendation of Special Use Application
- B. Recommendation of Environmental Impact Assessment (5-14-21)
- C. Recommendation of Site Plan (5-14-21)

OPEN PUBLIC HEARING # 2... Review of a site plan and environmental impact assessment for a proposed 27 space parking lot located at 2765 E. Grand River Avenue, north side of Grand River Avenue between Meadowview Drive and Tahoe Boulevard for Howell Family Dentistry which is adjacent at 2775 E. Grand River Avenue. The request is petitioned by Howell Family Dentistry.

- A. Recommendation of Environmental Impact Assessment (5-26-21)
- B. Disposition of Site Plan (5-26-21)

OPEN PUBLIC HEARING #3... Review for preliminary and final site condominium approval for a 3-unit condominium for an existing office development located at 6253 and 6255 Grand River Avenue which is on the north side of Grand River Ave., east of Hughes Road. The request is petitioned by Chestnut Development, LLC.

- A. Recommendation of Environmental Impact Assessment (3-29-21)
- B. Recommendation of Preliminary Site Condominium
- C. Recommendation of Final Site Condominium

OPEN PUBLIC HEARING #4... REQUEST TO POSTPONE BY TOWNSHIP STAFF Review of Zoning Ordinance Text amendments to Article 11 "General Provisions" and Article 25 "Definitions" of the Zoning Ordinance.

ADMINISTRATIVE BUSINESS:

- *Staff Report*
- *Approval of June 2, 2021 Planning Commission meeting minutes*
- *Member discussion*
- *Adjournment*



GENOA CHARTER TOWNSHIP APPLICATION
Sketch Plan Review

TO THE GENOA TOWNSHIP PLANNING COMMISSION:

APPLICANT NAME & ADDRESS: COMMUNITY BIBLE CHURCH

If applicant is not the owner, a letter of Authorization from Property Owner is needed.

OWNER'S NAME & ADDRESS: COMMUNITY BIBLE CHURCH

SITE ADDRESS: 7372 GRAND RIVER AVE PARCEL #(s): 4711-13-300-055

APPLICANT PHONE: (810) 227-2255 OWNER PHONE: (810) 227-2255

LOCATION AND BRIEF DESCRIPTION OF SITE: EXISTING CHURCH FACILITY

LOCATED AT 7372 GRAND RIVER AVE, ON SOUTH SIDE OF
GRAND RIVER BETWEEN EULER RD + GENOA BUSINESS PARK.

BRIEF STATEMENT OF PROPOSED USE: SKETCH PLAN APP TO ALLOW
OUTDOOR STORAGE ON-SITE. SITE TO CONTINUE USE AS A CHURCH.

THE FOLLOWING IMPROVEMENTS ARE PROPOSED: TWO SHIPPING CONTAINERS
BEHIND CHURCH BLDG TO BE USED FOR ADDITIONAL
STORAGE.

I HEREBY CERTIFY THAT ALL INFORMATION AND DATA ATTACHED TO AND MADE
PART OF THIS APPLICATION IS TRUE AND ACCURATE TO THE BEST OF MY
KNOWLEDGE AND BELIEF.

BY: 


ADDRESS: 7372 GRAND RIVER RD BRIGHTON, MI 48114

Contact Information - Review Letters and Correspondence shall be forwarded to the following:

1.) SCOTT TOUSIGNANT of BOSS ENGINEERING at scottt@bosseng.com
Name Business Affiliation Email Address

FEE EXCEEDANCE AGREEMENT

All sketch plans are allocated one (1) consultant review and one (1) Planning Commission meeting. If additional reviews or meetings are necessary, the applicant will be required to pay the actual incurred costs for the additional reviews. If applicable, additional review fee payment will be required concurrent with submittal for a Land Use Permit. By signing below, applicant indicates agreement and full understanding of this policy.

SIGNATURE:  DATE: 5/13/21
PRINT NAME: CHIP HERRERA PHONE: 810-227-2255



GENOA CHARTER TOWNSHIP
Special Land Use Application

This application **must** be accompanied by a site plan review application and the associated submittal requirements. (The Zoning Official may allow a less detailed sketch plan for a change in use.)

APPLICANT NAME & ADDRESS: COMMUNITY BIBLE CHURCH

Submit a letter of Authorization from Property Owner if application is signed by Acting Agent.

APPLICANT PHONE: (810) 227-2255 EMAIL: tom.cbcmi@ourhope.org

OWNER NAME & ADDRESS: COMMUNITY BIBLE CHURCH

SITE ADDRESS: 7372 GRAND RIVER AVE PARCEL #(s): 4711-13-300-055

OWNER PHONE: (810) 227-2255 EMAIL: tom.cbcmi@ourhope.org

Location and brief description of site and surroundings:

SITE LOCATED AT 7372 GRAND RIVER AVE. EXISTING CHURCH FACILITY IN GCD ZONING. GCD TO THE WEST, MHP TO THE SOUTH, AND PID TO THE EAST.

Proposed Use:

CONTINUED USE AS A CHURCH. WILL HAVE TWO STORAGE CONTAINERS AT REAR OF BUILDING FOR CHURCH'S USE.

Describe how your request meets the Zoning Ordinance General Review Standards (section 19.03):

- a. Describe how the use will be compatible and in accordance with the goals, objectives, and policies of the Genoa Township Comprehensive Plan and subarea plans, and will promote the Statement of Purpose of the zoning district in which the use is proposed.

THE STORAGE CONTAINERS WILL BE USED TO SUPPORT THE PRINCIPAL USE OF THE SITE WHICH IS A CHURCH. THE CHURCH IS A PERMITTED USE IN GCD WHICH IS CONSISTENT WITH THE MASTER PLAN AND STATEMENT OF PURPOSE FOR GCD ZONING.

- b. Describe how the use will be designed, constructed, operated, and maintained to be compatible with, and not significantly alter, the existing or intended character of the general vicinity.

STORAGE CONTAINERS TO BE PLACED IN LEAST VISIBLE SPOT FROM GENERAL PUBLIC, BEHIND CHURCH. THESE STORAGE CONTAINERS DON'T ALTER USE OF THE SITE OR CHANGE CHARACTER OF THE AREA.

- c. How will the use be served adequately by essential public facilities and services such as highways, streets, police and fire protection, drainage structures, water and sewage facilities, refuse disposal and schools?

TWO STORAGE CONTAINERS DON'T ALTER TRAFFIC/ACCESS, POLICE OR FIRE PROTECTION, SCHOOLS, WATER OR SEWER FACILITIES. AN EXISTING CATCH BASIN WILL DRAIN THE STORAGE AREA PROPERLY.

d. Will the use involve any uses, activities, processes, or materials potentially detrimental to the natural environment, public health, safety, or welfare by reason of excessive production of traffic, noise, vibration, smoke, fumes, odors, glare, or other such nuisance? If so, how will the impacts be mitigated?

NO. NO INCREASE IN TRAFFIC, NOISE, ODOR, ETC. FROM THE USE OF STORAGE CONTAINERS FOR THE CHURCH.

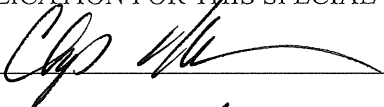
e. Does the use have specific criteria as listed in the Zoning Ordinance (sections 3.03.02, 7.02.02, & 8.02.02)? If so, describe how the criteria are met.

7.02.02 (d)

THE SITE IS GREATER THAN 1 ACRE AND CONTAINS A BLDG 7 500 SFT. THE STORAGE WILL BE CONTAINED WITHIN STORAGE CONTAINERS AND BE LOCATED ADJACENT TO THE CHURCH, AWAY FROM PROPERTY SETBACKS. IT WILL BE LOCATED AS TO NOT AFFECT TRAFFIC AND DRAINAGE IS ACCOMMODATED

I HEREBY CERTIFY THAT ALL INFORMATION AND DATA ATTACHED TO AND MADE PART OF THIS APPLICATION ARE TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF. I AGREE TO DESIGN, CONSTRUCT AND OPERATE, AND MAINTAIN THESE PREMISES AND THE BUILDINGS, STRUCTURES, AND FACILITIES WHICH ARE GOVERNED BY THIS PERMIT IN ACCORDANCE WITH THE STATED REQUIREMENTS OF THE GENOA TOWNSHIP ZONING ORDINANCE, AND SUCH ADDITIONAL LIMITS AND SAFEGUARDS AS MAY BE MADE A PART OF THIS PERMIT.

THE UNDERSIGNED CHIP HERRERA STATES THAT THEY ARE THE FREE OWNER OF THE PROPERTY OF PROPERTIES DESCRIBED ABOVE AND MAKES APPLICATION FOR THIS SPECIAL LAND USE PERMIT.

BY: 


ADDRESS: 7372 GRAND RIVER RD BRIGHTON, MI 48114

Contact Information - Review Letters and Correspondence shall be forwarded to the following:

SCOTT TOUSIGNANT of BOSS ENGINEERING at scottt@bosseng.com
Name Business Affiliation Email

FEE EXCEEDANCE AGREEMENT

As stated on the site plan review fee schedule, all site plans are allocated two (2) consultant reviews and one (1) Planning Commission meeting. If additional reviews or meetings are necessary, the applicant will be required to pay the actual incurred costs for the additional reviews. If applicable, additional review fee payment will be required concurrent with submittal to the Township Board. By signing below, applicant indicates agreement and full understanding of this policy.

SIGNATURE:  DATE: 5/13/21

PRINT NAME: CHIP HERRERA PHONE: 810-227-2255



June 9, 2021

Planning Commission
Genoa Township
2911 Dorr Road
Brighton, Michigan 48116

Attention:	Kelly Van Marter, AICP Planning Director and Assistant Township Manager
Subject:	Community Bible Church – Special Land Use and Site Plan Review #1
Location:	7372 Grand River Avenue – south side of Grand River, east of Euler Road
Zoning:	GCD General Commercial District

Dear Commissioners:

At the Township’s request, we have reviewed the submittal from Community Bible Church requesting special land use and site plan review/approval for an outdoor storage area (site plan dated 5/14/21).

A. Summary

1. Special Land Use standards of Section 19.03:

- a. The special land use standards are generally met.
- b. The applicant must address any comments provided by the Township engineering consultant and Brighton Area Fire Authority.

2. Use Requirements of Section 7.02.02(d):

- a. The Commission may allow gravel surfacing in lieu of pavement, pending input from the Township Engineer.
- b. The Commission may require an increase in the height of the landscaping to better screen the proposed storage containers.

B. Proposal/Process

The proposal entails the use of 2 outdoor storage containers (8’ wide by 40’ long) at the rear of the existing church building.

Outdoor commercial display, sales and storage is allowed in the GCD with special land use. Such uses are also subject to the requirements of Section 7.02.02(d).

Procedurally, the Planning Commission is to review the special land use, site plan, and impact assessment, and provide a recommendation on each to the Township Board following a public hearing.



Aerial view of site and surroundings (looking north)

C. Special Land Use Review

Section 19.03 of the Zoning Ordinance identifies the review criteria for Special Land Uses, as follows:

- 1. Master Plan.** The Township Master Plan identifies the subject site, as well as the adjacent properties along Grand River, as General Commercial.

The description of General Commercial includes a statement that outdoor sales and display may be a part of a development.

Given the nature of the project, the proposal is generally in keeping with the Future Land Use description for the subject site.

- 2. Compatibility.** The subject area includes a variety of uses – churches, commercial, office, and residential – along with some outdoor storage and display.

The outdoor storage area is located behind the existing church building in the central part of the property, which will help to reduce its visibility from off-site.

Though the use of storage containers is somewhat unusual, given the nature of the project and its location, the proposal is generally expected to be compatible with the surrounding area.

- 3. Public Facilities and Services.** Given the nature of the proposal, the project is not expected to have any impact on public facilities and services.

With that being said, the applicant must address any comments provided by the Township Engineer and/or Brighton Area Fire Authority.

- 4. Impacts.** Given the nature of the proposal, the project is not expected to result in adverse impacts or create nuisance-like conditions.

- 5. Mitigation.** If any additional concerns arise as part of the review process, the Township may require additional efforts/improvements to mitigate potential adverse impacts.

D. Use Requirements

Outdoor commercial sales, display or storage uses are subject to the requirements of Section 7.02.02(d), as follows:

1. Minimum lot area shall be one (1) acre.

The subject site contains 9.17 acres.

2. Any stockpiles of soils, fertilizer or similar loosely packaged materials shall be sufficiently covered or contained to prevent dust or blowing of materials.

The proposal does not include outdoor storage of any loosely packaged materials.

3. All outdoor storage areas shall be paved with a permanent, durable and dustless surface and shall be graded and drained to dispose stormwater without negatively impact adjacent property. The Township Board, following a recommendation of the Planning Commission and the Township Engineer, may approve a gravel surface for all or part of the display or storage area for low intensity activities, upon a finding that neighboring properties and the environment will not be negatively impacted.

Surfacing is not identified on the site plan; however, the Impact Assessment notes that gravel will be installed.

Pending input from the Township Engineer, the Commission may allow gravel in lieu of pavement.

4. No outdoor storage shall be permitted in any required yard (setback) of buildings for the district in which the commercial outdoor display, sales or storage use is located. Any approved outdoor sales or display within a parking lot shall meet the required parking lot setback; provided the Planning Commission may require additional landscaping screening or ornamental fencing.

The proposed containers are located well outside of any required setback.

5. The site shall include a building of at least five hundred (500) feet of gross floor area for office use in conjunction with the use.

Though the specific square footage of the church building is not identified, it clearly exceeds the 500 square foot minimum.

6. All loading and truck maneuvering shall be accommodated on-site.

Loading/unloading of the containers will be accommodated on-site.

7. All outdoor storage area property lines adjacent to a residential district shall provide a buffer zone A as described in Section 12.02. A buffer zone B shall be provided on all other sides. The Planning Commission may approve a six (6) foot high screen wall or fence, or a four (4) foot high landscaped berm as an alternative.

The rear property line is adjacent to an MHP zoning district; however, the containers are located approximately 400 feet from the rear lot line.

The project includes planting of 16 Arborvitae to help screen views of the containers. There is also a large, vegetated wetland area that occupies much of the rear yard.

- 8. The height of all material and equipment stored in an outdoor storage area shall not exceed the height of any landscape screening, wall or fence. Boats and recreational vehicles may exceed the height of the fence provided that they are setback from the fence a distance equal to their height. Storage of materials up to the height of the adjacent building wall may be permitted in the rear yard if it is illustrated on the site plan, the rear yard does not abut a residential district, will not be visible from an expressway and such storage is confined to within twenty (20) feet of the building**

All materials will be stored inside the containers.

If the Commission wishes to better screen the containers themselves, they may require an increase in the height of the Arborvitae at the time of planting (5' is proposed, while the containers are 9.5' tall).

E. Site Plan Review

The applicable site plan elements are generally addressed in the use requirements described above.

- 1. Impact Assessment.** The submittal includes an Impact Assessment dated May 14, 2021.

In summary, the Assessment notes that the proposed project is not expected to have an adverse impact upon natural features, stormwater, surrounding land, public services/utilities, or traffic and pedestrians.

Should you have any questions concerning this matter, please do not hesitate to contact our office.

Respectfully,

SAFE BUILT



Brian V. Borden, AICP
Michigan Planning Manager

June 9, 2021

Ms. Kelly Van Marter
Genoa Township
2911 Dorr Road
Brighton, MI 48116


**Re: Community Bible Outdoor Storage
Site Plan Review No. 1**

Dear Ms. Van Marter:


Tetra Tech conducted a review of the proposed outdoor storage plan at Community Bible Church. The plans were completed by Boss Engineering and are last dated May 15, 2021. The site is located on the south west corner of Grand River Avenue and Harte Drive. The petitioner is proposing two 40-foot by 8-foot by 9.5-foot storage containers to be placed in the green space behind the existing church. The existing detention basin on site was sized for future building additions to the church, and the storage containers will be placed in the location of one of the proposed future building additions.

Due to the storage containers not impacting drainage or existing utilities on site, we have no engineering related concerns to the proposed outdoor storage.

Sincerely,



Gary J. Markstrom, P.E.
Vice President



Shelby Scherdt
Project Engineer



BRIGHTON AREA FIRE AUTHORITY

615 W. Grand River Ave.
Brighton, MI 48116
o: 810-229-6640 f: 810-229-1619

May 20, 2021

Kelly VanMarter
Genoa Township
2911 Dorr Road
Brighton, MI 4811

RE: Community Bible Church - Outdoor Storage
7372 Grand River Ave.
Genoa Twp., MI

Dear Kelly:

The Brighton Area Fire Department has reviewed the above-mentioned site plan. The plans were received for review on May 20, 2021 and the drawings are dated May 15, 2021. The project is for a proposed installation of two conex containers for outside storage. The plan review is based on the requirements of the International Fire Code (IFC) 2021 edition.

The fire authority has no comments related to the installation of the proposed outside storage arrangement.

Additional comments will be given during the building plan review process (specific to the building plans and occupancy). The applicant is reminded that the fire authority must review the fire protection systems submittals (sprinkler & alarm) prior to permit issuance by the Building Department and that the authority will also review the building plans for life safety requirements in conjunction with the Building Department.

If you have any questions about the comments on this plan review please contact me at 810-229-6640.

Cordially,

A handwritten signature in black ink, appearing to read "R. Boisvert".

Rick Boisvert, CFPS
Fire Marshal

cc: Amy Ruthig amy@genoa.org

**IMPACT ASSESSMENT
FOR
SPECIAL USE
"COMMUNITY BIBLE CHURCH – OUTDOOR STORAGE"
GENOA TOWNSHIP, LIVINGSTON COUNTY
MICHIGAN**

Prepared for:

**COMMUNITY BIBLE CHURCH
7372 GRAND RIVER
BRIGHTON, MICHIGAN 48114
(810) 227-2255**

Prepared by:

**BOSS ENGINEERING COMPANY
3121 E. GRAND RIVER
HOWELL, MI 48843
(517) 546-4836**

May 14th, 2021

14-047-6 EIA

INTRODUCTION

The purpose of this Impact Assessment (IA) report is to show the effect that this proposed development may have on various factors in the general vicinity of the project. The format used for presentation of this report conforms to the *Submittal Requirements For Impact Assessment* guidelines in accordance with Section 18.07 of the published Zoning Ordinance for Genoa Township, Livingston County, Michigan.

DISCUSSION ITEMS

A. Name(s) and address(es) of person(s) responsible for preparation of the impact assessment and a brief statement of their qualifications.

Prepared By :
Scott Tousignant, P.E.
Boss Engineering Company
3121 E. Grand River
Howell, MI 48843
(517) 546-4836

Prepared For :
Community Bible Church
7372 Grand River
Brighton, MI 48114
(810) 227-2255

B. Map(s) and written description / analysis of the project site including all existing structures, manmade facilities, and natural features. The analysis shall also include information for areas within 10 feet of the property. An aerial photograph or drawing may be used to delineate these areas.

The 9.17 acre site is located on the south side of Grand River immediately west of Harte Dr and across from Euler Rd. The subject property is currently the Community Bible Church facility. There is the existing Church building, paved parking lot, and detention basin. The south end of the property contains a natural area with shrub/scrub vegetation and a wetland. There is an established tree row along Harte Dr just off of the subject property.

C. Impact on natural features: A written description of the environmental characteristics of the site prior to development and following development, i.e., topography, soils, wildlife, woodlands, mature trees (eight inch caliper or greater), wetlands, drainage, lakes, streams, creeks or ponds. Documentation by a qualified wetland specialist shall be required wherever the Township determines that there is a potential regulated wetland. Reduced copies of the Existing Conditions Map(s) or aerial photographs may accompany written material.

Resources utilized to study the natural features of the site included a on-site visit, aerial photos from Google Earth, a web soil survey prepared by the USDA, Wetlands Inventory Maps prepared by the MDEQ as well as resources prepared by the Huron River Watershed Council and other Livingston County Natural resources agencies.

The front (north) portion of the site is the existing Church facility, while the south contains the parking lot and natural area. The developed site slopes generally to the south towards the wetland. The soils on site consist of loam, loamy sand and muck. The soils shown on the USDA map are consistent with the field assessment of the upland and low land areas found on site. The land cover identified in the field is also consistent with the soils which consist of impervious surface,

compacted lawn area, wetland and wooded shrub scrub areas. No trees or shrubs need be removed for this outdoor storage to be put in place.

D. Impact on storm water management: Description of measures to control soil erosion and sedimentation during grading and construction operations and until a permanent ground cover is established. Recommendations for such measures may be obtained from County Soil Conservation Service.

Topography on the site ranges from a low of 961.81 at the wetland edge to a high of 992.54 at the north central portion of the property near Grand River Road. The property is undulating, but largely drains from the north to the south toward a detention basin and wetland system that extends off the property. The land cover found in the field consisted of impervious surface (parking lot, building), wetland, wooded area including shrub scrub as well as compacted lawn areas.

A storm water drainage system was installed as part of the Church development project including a catch basin in the yard space near the proposed outdoor storage area. This area will simply swale to the existing catch basin. The detention basin has been sized to accommodate future impervious surfaces (future parking and future building). So the basin remains oversized for the current and proposed condition.

The only disturbance to implement these outdoor storage containers is that necessary to install the gravel pads for the containers to sit on. The area is contained between existing buildings and parking and only a silt sack or similar method will be needed on the existing catch basin in the area.

E. Impact on surrounding land use: Description of the types of proposed uses and other man made facilities, including any project phasing, and an indication of how the proposed use conforms or conflicts with existing and potential development patterns. A description shall be provided of any increases of light, noise or air pollution which could negatively impact adjacent properties.

As previously stated, the site is the current home of Community Bible Church. The use of the site conforms with development patterns of the surrounding area. Two storage containers are being proposed at the rear of the church up against the church building. The storage containers are minimally visible from the southern property line within Brighton Village. The containers are visible from the east on Harte Drive. Arborvitae are being proposed to help screen the storage containers from adjacent properties. The subject property where the storage containers are proposed is zoned GCD and is surrounded by GCD to the east and west, with a PID to the East and an MHP to the south. Storage containers in the location as proposed do not pose any conflict to adjacent properties or their uses.

The storage containers will not increase traffic, light, noise or air pollution.

F. Impact on public facilities and services: Description of number of expected residents, employees, visitors, or patrons, and the anticipated impact on public schools, police protection and fire protection. Letters from the appropriate agencies may be provided, as appropriate.

Storage containers will be used by the Church and will not generate additional traffic or visitors. No change of services are needed for police, fire, or schools and thus no impact is had.

G. Impact on public utilities: Description of the method to be used to service the development with water and sanitary sewer facilities, the method to be used to control drainage on the site and from the site, including runoff control during periods of construction. For sites service with sanitary sewer, calculations for pre- and post development flows shall be provided in equivalents

to a single family home. Where septic systems are proposed, documentation or permits from the Livingston County Health Department shall be provided.

The existing Church is currently served by M.H.O.G public water and Genoa Township public sanitary sewer. The storage containers will not generate additional sewer or water flows and thus no impact is had on the public water and sewer infrastructure. The site's storm water is managed on-site by a detention basin that outlets to a wetland at the south end of the property. This detention basin had been sized during the church expansion to accommodate all future impervious surfaces including the future parking lot additions and building additions. The storage containers are within the footprint of future building additions and do not change the stormwater system design.

H. Storage or handling of any hazardous materials: Description of any hazardous substances expected to be used, stored or disposed of on the site. The information shall describe the type of materials, location within the site and method of containment. Documentation of compliance with federal and state requirements, and a Pollution Incident Prevention Plan (PIPP) shall be submitted, as appropriate.

There will be no hazardous materials used or disposed of on this site.

I. Impact on traffic and pedestrians: A description of the traffic volumes to be generated based on national reference documents, such as the most recent edition of the Institute of Transportation Engineers Trip Generation Manual, other published studies or actual counts of similar uses in Michigan.

The proposed storage containers are being utilized by the Church and not for public. Due to this, no additional traffic is being generated for this Special Use.

J. A detailed traffic impact study shall be submitted for any site over ten (10) acres in size which would be expected to generate 100 directional vehicle trips (i.e. 100 inbound or 100 outbound trips) during the peak hour of traffic of the generator or on the adjacent streets.

A traffic study is not required for this site.

K. Special Provisions: General description of any deed restrictions, protective covenants, master deed or association bylaws.

None.

L. A list of all sources shall be provided.

Genoa Township's *Submittal Requirements For Impact Assessment*

Genoa Township Zoning Ordinances

Soil Survey of Livingston County, Michigan, U.S.D.A. Soil Conservation Service

National Wetland Inventory Plan, United States Department of the Interior, Fish and Wildlife Service



**NOTICE OF PUBLIC HEARING – JUNE 14, 2021 (6:30 p.m.)
(SPECIAL USE)**

May 28, 2021

To Whom It May Concern:

Please be advised that the Planning Commission of Genoa Charter Township will conduct a public hearing on **Monday, June 14, 2021 commencing at 6:30 p.m.** As required by state law, you are receiving this notice because you have been identified as an owner or occupant of real property within 300 feet of the subject parcels.

The property in question is located at 7372 Grand River Avenue on the south side of Grand River Avenue, between Euler Road and Genoa Business Park Drive. **The applicant is requesting a special land use permit to allow the outdoor storage of two storage containers. The petition is requested by Community Bible Church.**

This public hearing is planned to be held at the Township Hall located at 2911 Dorr Road, Brighton, Michigan as required under the provisions of the Michigan Zoning Enabling Act.

This meeting may be alternatively held by electronic remote access in response to State of Michigan COVID-19 social distancing requirements. If the meeting is held virtually, the public may participate in the meeting/public hearing through Zoom access by computer and smart phone by clicking the Streaming Meeting Link that will be available at <https://www.genoa.org/government/boards/planningcommission>.

You are invited to attend this hearing. Members of the public will be able to speak during the public hearing portions of the meeting. If, prior to the meeting, members of the public have certain questions or wish to provide input on any business that will be addressed at the meeting then such persons may contact the Planning Commissioners through Kelly VanMarter, Township Community Development Director by email to Kelly@genoa.org, or by mail at 2911 Dorr Road, Brighton, Michigan 48116.

Genoa Charter Township will provide necessary reasonable auxiliary aids and services to individuals with disabilities at the meeting/hearing upon seven (7) days' notice to the Township. Individuals with disabilities requiring auxiliary aids or services should contact the Township in writing or by calling at (810) 227-5225.

Sincerely,

Kelly VanMarter,
Assistant Township Manager / Community Development Director

2911 Dorr Road
Brighton, MI 48116
810.227.5225
810.227.3420 fax
genoa.org

SUPERVISOR

Bill Rogers

CLERK

Paulette A. Skolarus

TREASURER

Robin L. Hunt

TRUSTEES

Jean W. Ledford

H. James Mortensen

Terry Croft

Diana Lowe

MANAGER

Michael C. Archinal

4711-13-100-006
LEPPEK HOLDINGS LLC
7341 W GRAND RIVER
BRIGHTON MI 48114

4711-13-100-014
GRACE & PORTA PROPERTIES LLC
2260 EULER RD
BRIGHTON MI 48114

4711-13-100-015
ZAYATZ PROPERTIES LLC
7281 W GRAND RIVER
BRIGHTON MI 48114

4711-13-100-016
HUYSER GRAND RIVER LLC
7288 W GRAND RIVER
BRIGHTON MI 48114

4711-13-100-017
BEST STORAGE - BRIGHTON
7286 W GRAND RIVER
BRIGHTON MI 48114

4711-13-100-045
7305 GRAND RIVER LLC
7305 W GRAND RIVER
BRIGHTON MI 48114-9348

4711-13-100-046
WONG JANE T
W GRAND RIVER
BRIGHTON MI 48114

4711-13-100-059
CONELY, JOHN
BRIGHTON MI 48114

4711-13-103-001
WELL CHURCH MI
2394 GENOA BUSINESS PARK DR SUITE 1
BRIGHTON MI 48114

4711-13-300-010
PECAJ, LUIGI
7436 W GRAND RIVER
BRIGHTON MI 48114

4711-13-300-011
BRIGHTON VILLAGE ASSOCIATES LLC
7500 W GRAND RIVER
BRIGHTON MI 48114

4711-13-300-012
ROSS, WILLIAM
2603 HUBERT RD
BRIGHTON MI 48114

4711-13-300-021
SIMPLY ROCK PROPERTIES LLC
7300 W GRAND RIVER
BRIGHTON MI 48114

4711-13-300-036
BRIGHTON VILLAGE ASSOCIATES LLC
7500 W GRAND RIVER
BRIGHTON MI 48114

4711-13-300-055
COMMUNITY BIBLE CHURCH
7372 W GRAND RIVER
BRIGHTON MI 48116

4711-13-100-006
LEPPER HOLDINGS LLC
7341 GRAND RIVER RD
BRIGHTON MI 48114-9348

4711-13-100-014
GRACE & PORTA PROPERTIES LLC
7219 GRAND RIVER RD
BRIGHTON MI 48114-9300

4711-13-100-015
ZAYATZ PROPERTIES LLC
1004 ALPINE DR
BRIGHTON MI 48116-1774

4711-13-100-016
HUYSER GRAND RIVER LLC
7288 GRAND RIVER RD
BRIGHTON MI 48114-7329

4711-13-100-017
BEST STORAGE - BRIGHTON
PO BOX 907
FENTON MI 48430-0907

4711-13-100-045
7305 GRAND RIVER LLC
7305 W GRAND RIVER STE 700
BRIGHTON MI 48114-9348

4711-13-100-046
WONG JANE T
9747 FELLOWS HILL CT
PLYMOUTH MI 48170-6349

4711-13-100-059
CONELY, JOHN
6169 ISLAND LAKE DR
BRIGHTON MI 48116-9527

4711-13-103-001
WELL CHURCH MI
2376 GENOA BUSINESS PARK DR
BRIGHTON MI 48114-7366

4711-13-300-010
PECAJ, LUIGI
4322 BRIAN DR
BRIGHTON MI 48114-9209

4711-13-300-011
BRIGHTON VILLAGE ASSOCIATES LLC
31200 NORTHWESTERN HWY
FARMINGTON HILLS MI 48334-5900

4711-13-300-012
ROSS, WILLIAM
2603 HUBERT RD
BRIGHTON MI 48114-9438

4711-13-300-021
SIMPLY ROCK PROPERTIES LLC
333 E GRAND RIVER AVE
BRIGHTON MI 48116-1513

4711-13-300-036
BRIGHTON VILLAGE ASSOCIATES LLC
31200 NORTHWESTERN HWY
FARMINGTON HILLS MI 48334-5900

4711-13-300-055
COMMUNITY BIBLE CHURCH
7372 GRAND RIVER RD
BRIGHTON MI 48114-9348

4711-13-100-006
LEPPEK HOLDINGS LLC
7341 GRAND RIVER RD
BRIGHTON MI 48114-9348

4711-13-100-015
ZAYATZ PROPERTIES LLC
1004 ALPINE DR
BRIGHTON MI 48116-1774

4711-13-100-016
HUYSER GRAND RIVER LLC
7288 GRAND RIVER RD
BRIGHTON MI 48114-7329

4711-13-100-017
BEST STORAGE - BRIGHTON
PO BOX 907
FENTON MI 48430-0907

4711-13-100-021
RODRIGUES DOLORES M LIVING TRUST
10878 REYNARD RD
BRIGHTON MI 48114-9031

4711-13-100-045
7305 GRAND RIVER LLC
7305 W GRAND RIVER STE 700
BRIGHTON MI 48114-9348

4711-13-100-046
WONG JANE T
9747 FELLOWS HILL CT
PLYMOUTH MI 48170-6349

4711-13-100-058
CONELY, JOHN
6169 ISLAND LAKE DR
BRIGHTON MI 48116-9527

4711-13-100-059
CONELY, JOHN
6169 ISLAND LAKE DR
BRIGHTON MI 48116-9527

4711-13-103-001
WELL CHURCH MI
2376 GENOA BUSINESS PARK DR
BRIGHTON MI 48114-7366

4711-13-300-010
PECAJ, LUIGI
4322 BRIAN DR
BRIGHTON MI 48114-9209

4711-13-300-012
ROSS, WILLIAM
2603 HUBERT RD
BRIGHTON MI 48114-9438

4711-13-300-021
SIMPLY ROCK PROPERTIES LLC
333 E GRAND RIVER AVE
BRIGHTON MI 48116-1513

4711-13-300-056
BIRKENSTOCK ENTERPRISES, L.L.C
2528 HARTE DR
BRIGHTON MI 48114-7002

4711-13-300-058
JMH REAL ESTATE LLC
11704 WEIMAN DR
PINCKNEY MI 48169-8004

4711-99-000-138
SMEDE & SON BUILDER SUPPLY
7288 GRAND RIVER RD
BRIGHTON MI 48114-7329

4711-99-001-404
DORAN MARK ATTORNEY
7281 GRAND RIVER RD STE B
BRIGHTON MI 48114-9300

4711-99-001-525
KAREN STYLING SALON
2536 HARTE DR STE G
BRIGHTON MI 48114-7002

4711-99-001-852
TWO MEN AND A TRUCK
AN3 TRANSPORT LLC
125 DINO DR
ANN ARBOR MI 48103-9502

4711-99-001-942
HYDRO LOGIC INC
7281 GRAND RIVER RD
BRIGHTON MI 48114-9300

4711-99-002-246
MICHAEL PAGE DDS
2358 GENOA BUSINESS PARK DR
BRIGHTON MI 48114-7366

4711-99-002-310
BRIGHTON CENTER INC
2512 HARTE DR
BRIGHTON MI 48114-7002

4711-99-002-374
BATTER UP BATTING CAGES
601 S HACKER RD
BRIGHTON MI 48114-8768

4711-99-003-035
MORTGAGE CAPITAL
2388 GENOA BUSINESS PARK DR
BRIGHTON MI 48114-7366

4711-99-003-058
BRIGHTON NEUROLOGY PLLC
7305 GRAND RIVER RD STE 550
BRIGHTON MI 48114-7711

4711-99-003-094
LEPPEK NURSERY
7341 GRAND RIVER RD
BRIGHTON MI 48114-9358

4711-99-003-096
SIMPLY FRESH
7300 GRAND RIVER RD
BRIGHTON MI 48114-9348

4711-99-003-136
BOWER & CO
2548 HARTE DR
BRIGHTON MI 48114-7002

4711-99-003-178
BRAIN INJURY ASSOC OF MI
7305 GRAND RIVER RD STE 100/200
BRIGHTON MI 48114-7376

4711-99-003-179
NEUROPSYCHOLOGY PARTNERS
7305 GRAND RIVER RD STE 300
BRIGHTON MI 48114-7378





ASSOCIATED



4711-99-003-180
GERKIN & DECKER PC
7305 GRAND RIVER RD STE 400
BRIGHTON MI 48114-7378

4711-99-003-381
RADTKE CENTER
2516 HARTE DR
BRIGHTON MI 48114-7002

4711-99-003-382
THRIVENT FINANCIAL
2500 HARTE DR
BRIGHTON MI 48114-7002

4711-99-003-390
JDK CONSTRUCTION
7269 GRAND RIVER RD APT 1
BRIGHTON MI 48114-5307

4711-99-003-417
ARTA'S ITALIAN GRILL
2394 GENOA BUSINESS PARK DR
BRIGHTON MI 48114-7366

4711-99-003-437
HIGHLANDS RESIDENTIAL MORTGAGE
7305 GRAND RIVER RD STE 600
BRIGHTON MI 48114-7377

4711-99-003-535
WHITNEY'S FRENCH PRESS CAFE
2340 GENOA BUSINESS PARK DR
BRIGHTON MI 48114-7366

4711-99-003-552
DYNAMITE HEARING CONSULTANTS LLC
BENJAMIN NORRIS
1000 3 MILE RD NW OFC D
GRAND RAPIDS MI 49544-1650



11-13-300-036
OWNER/OCCUPANT
7500 GRAND RIVER
BRIGHTON, MI 48114

11-13-300-036
OWNER/OCCUPANT
2657 MEADOWLARK
BRIGHTON, MI 48114

11-13-300-036
OWNER/OCCUPANT
2881 COURT
BRIGHTON, MI 48114

11-13-300-036
OWNER/OCCUPANT
2633 MEADOWLARK
BRIGHTON, MI 48114

11-13-300-036
OWNER/OCCUPANT
2658 MEADOWLARK
BRIGHTON, MI 48114

11-13-300-036
OWNER/OCCUPANT
2651 MEADOWLARK
BRIGHTON, MI 48114

11-13-300-036
OWNER/OCCUPANT
2626 MEADOWLARK
BRIGHTON, MI 48114

11-13-300-036
OWNER/OCCUPANT
2620 MEADOWLARK
BRIGHTON, MI 48114

11-13-300-036
OWNER/OCCUPANT
2639 MEADOWLARK
BRIGHTON, MI 48114

11-13-300-036
OWNER/OCCUPANT
2608 MEADOWLARK
BRIGHTON, MI 48114

11-13-300-036
OWNER/OCCUPANT
2627 MEADOWLARK
BRIGHTON, MI 48114

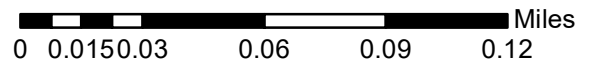
11-13-300-036
OWNER/OCCUPANT
2645 MEADOWLARK
BRIGHTON, MI 48114

11-13-300-036
OWNER/OCCUPANT
2887 COURT
BRIGHTON, MI 48114

11-13-300-036
OWNER/OCCUPANT
2614 MEADOWLARK
BRIGHTON, MI 48114

11-13-300-036
OWNER/OCCUPANT
7500 GRAND RIVER
BRIGHTON MI 48114

300 Foot Buffer for Noticing



Special Use: Community Bible Church

Address: 7372 Grand River

Parcel: 4711-13-300-055

Meeting Date: June 14, 2021



May 26, 2021



GENOA CHARTER TOWNSHIP
Application for Site Plan Review

TO THE GENOA TOWNSHIP PLANNING COMMISSION AND TOWNSHIP BOARD:

APPLICANT NAME & ADDRESS: Howell Family Dentistry, 2775 E. Grand River Ave.
If applicant is not the owner, a letter of Authorization from Property Owner is needed. Howell, MI.

OWNER'S NAME & ADDRESS: Steven Stilianos, 30880 Pear Ridge Rd. Farmington Hills 48334

SITE ADDRESS: 2765 E. Grand River Ave. PARCEL #(s): 4711-06-201-076

APPLICANT PHONE: (517) 546-3440 OWNER PHONE: (517) 546-3440

OWNER EMAIL: Litaa1973@aol.com

LOCATION AND BRIEF DESCRIPTION OF SITE: SEE OWNER LETTER

BRIEF STATEMENT OF PROPOSED USE: SEE OWNER LETTER

THE FOLLOWING BUILDINGS ARE PROPOSED: N/A

I HEREBY CERTIFY THAT ALL INFORMATION AND DATA ATTACHED TO AND MADE PART OF THIS APPLICATION IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

BY: [Signature]

ADDRESS: 30880 Pear Ridge Road Farmington Hills MI 48334

Contact Information - Review Letters and Correspondence shall be forwarded to the following:

1.) Greg Petru of KEBS INC at GPETRU@KEBS
Name Business Affiliation E-mail Address .COM

FEE EXCEEDANCE AGREEMENT

As stated on the site plan review fee schedule, all site plans are allocated two (2) consultant reviews and one (1) Planning Commission meeting. If additional reviews or meetings are necessary, the applicant will be required to pay the actual incurred costs for the additional reviews. If applicable, additional review fee payment will be required concurrent with submittal to the Township Board. By signing below, applicant indicates agreement and full understanding of this policy.

SIGNATURE: [Signature] DATE: 03/10/2021
PRINT NAME: Steven Stillman PHONE: 248-520-1343
ADDRESS: 30880 Pear Ridge Rd Farmington Hills MI 48334

To: Genoa Township

From: Steven Stilianos

**Re: Request for additional parking on submitted
Site-Plan application**

To whom it may concern,

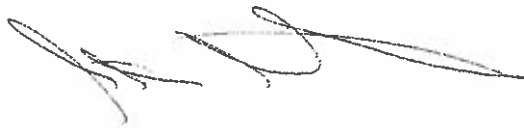
My name is Steven Stilianos, DDS and I have worked in the Dental Community for over 28 years. A little over 3 years ago, I decided to develop a high-end Medical building to give the people that I treat the best care available. I have successfully been able to acquire TNT Orthodontics and Life Smiles (Pediatric Dentistry) as tenants in the building. I feel fortunate to have a building that is 100% occupied at this time with businesses which all compliment each other.

The problem I now have encountered is one of not enough parking to accommodate both employees and customers. The entire count of employees for all of the businesses in the building now stands at 38. The capacity of the parking lot now

serving the building does not meet the needs and is placing a heavy burden on everyone.

The only solution I can think of at this point is to take down my old office building, which sits next to my new building, and convert it into additional parking. I would have all of the buildings employees park in the new lot and leave the existing parking lot available for customers to use. This is why I am asking you to grant me the request for additional parking on the Site-Plan that has been submitted to you for your approval.

Sincerely,

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

Steven Stilianos DDS



June 9, 2021

Planning Commission
Genoa Township
2911 Dorr Road
Brighton, Michigan 48116

Attention:	Kelly Van Marter, AICP Planning Director and Assistant Township Manager
Subject:	Howell Family Dentistry – Site Plan Review #2
Location:	2765 E. Grand River Avenue – north of side of E. Grand River, between Meadowview Drive and Tahoe Boulevard
Zoning:	GCD General Commercial District

Dear Commissioners:

At the Township’s request, we have reviewed the revised submittal from Howell Family Dentistry requesting site plan review/approval for a new parking lot (plans most recently dated 5/26/21).

A. Summary

1. The applicant must combine the two parcels under common ownership (subject parcel and adjacent parcel to the east).
2. The Commission may reduce the west side parking setback given the presence of a shared access driveway.
3. If a shared access easement is not already in place, the Commission may wish to require one.
4. The excess parking proposed requires Planning Commission approval in accordance with Section 14.02.06. The submittal includes a letter from the applicant indicating the need for more parking for the medical office development.
5. The Commission may allow the use of bumper blocks for the spaces along the west side of the site (Section 14.06.01).
6. The landscape plan does not include the wall/berm requirement of a buffer zone “B” along the northerly lot line.
7. The applicant must demonstrate that the maximum on-site light intensity requirement is met.
8. The proposal includes removal of the nonconforming pole sign.
9. The applicant must address any comment provide by the Township’s engineering consultant and the Brighton Area Fire Authority.

B. Proposal/Process

The proposal entails demolition of the existing office building and construction of a 27-space parking lot. The project also includes a parcel combination for the subject site and the adjacent parcel to the east, which are under common ownership.

In the GCD, parking lots are allowed as an accessory structure/use to a principal building/use, but are not allowed as principal permitted uses. The parcel combination will mitigate this issue; however, since it has not yet been executed, the Commission should include this as a condition if favorable action is considered on the site plan.

Procedurally, the Planning Commission has approval authority over the site plan, while a recommendation to the Township Board is needed for the impact assessment.



Aerial view of site and surroundings (looking north prior to new office development immediately east)

C. Site Plan Review

- 1. Dimensional Requirements.** Given the nature of the proposal, the only GCD dimensional requirements that apply are parking lot setbacks and impervious surface lot coverage.

Front and rear parking setbacks are met, while the east setback is not applicable given the parcel combination.

One space in the northwest corner of the parcel slightly encroaches into the west side setback (7' provided; 10' minimum required); however, Section 14.06.10 allows the Commission to waive or modify side parking setbacks where shared access is provided.

The revised plans include impervious surface lot coverage calculations demonstrating compliance with the Ordinance (63.7% provided; 75% maximum allowed).

- 2. Pedestrian Circulation.** There is an existing public sidewalk along E. Grand River.

The project also includes a pedestrian connection from the proposed parking lot to the office building.

- 3. Vehicular Circulation.** The project will utilize the existing shared driveway to/from E. Grand River.

If a shared access easement is not already in place, the Commission may wish to require one. Internally, the site includes a two-way circulation pattern with compliant drive aisle widths.

The applicant must address any comments provided by the Township's engineering consultant or the Brighton Area Fire Authority with respect to vehicular circulation.

- 4. Exterior Lighting.** The revised submittal identifies 2 new light poles on the east side of the parking lot.

Details note the use of shielded, downward directed LED fixtures mounted at a height of 20'. Our only comment on the lighting plan is that applicant must demonstrate that the maximum on-site intensity is met (10 footcandles).

5. Parking. The parking lot has been reviewed for compliance with the standards of Article 14, as follows:

	Required	Proposed	Comments
Parking Spaces Medical office (1 per 200 gross SF)	65	65 existing 27 proposed 92 total	14.02.06 requires PC approval for parking above 120% based on evidence submitted by applicant.
Barrier Free Spaces	4	5 existing	Located on the east side of the newly created parcel
Dimensions Spaces (75 to 90-degree) Drive aisle width (two-way)	9' x 18' 24'	9' x 18' 24'	In compliance In compliance
Construction	Looped striping Curbing on all sides	Looped striping Curbing along N, E, and S sides	In compliance 7 spaces have bumper blocks to provide separation from drive aisle; Commission approval is required

6. Landscaping. The landscape plan has been reviewed for compliance with the standards of Section 12.02, as shown in the following table:

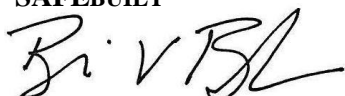
Standard	Required	Proposed	Notes
Front yard greenbelt (project area only)	20' width 3 canopy trees	20' width 3 trees	In compliance
Parking lot (project area only)	3 canopy trees 280 SF landscaped area	3 canopy trees 450 SF landscaped area	In compliance
Buffer Zone "B" along rear lot line (project area only)	20' width 6' wall OR 3' berm 2 canopy trees 2 evergreen trees 7 shrubs	20' width 1 canopy tree 2 evergreen trees 7 shrubs	Deficient by wall/berm

7. Signs. Given demolition of the building, and the parcel combination, the existing nonconforming pole sign along E. Grand River must be removed as part of this project. The revised submittal includes demolition of this sign.

8. Impact Assessment. In summary, the Assessment notes that the proposed project is not expected to have an adverse impact upon natural features, stormwater, surrounding land, public services/utilities, or traffic and pedestrians.

Should you have any questions concerning this matter, please do not hesitate to contact our office.

Respectfully,
SAFE BUILT



Brian V. Borden, AICP
 Michigan Planning Manager

June 9, 2021

Ms. Kelly Van Marter
Genoa Township
2911 Dorr Road
Brighton, MI 48116

**Re: Howell Family Dentist Parking Addition
Site Plan Review No. 2**

Dear Ms. Van Marter:

Tetra Tech conducted a second review of the proposed Howell Family Dentist Parking Lot Addition site plan last dated May 26, 2021. The plans were completed by KEBS, Inc. on behalf of Howell Family Dentist. The site is on a 0.38-acre parcel located on the north side of East Grand River Avenue, approximately 400 feet east of Meadowview Drive. The site currently has an existing parking lot and two buildings. The petitioner is proposing to demolish the existing building to the east and install additional parking area with onsite drainage improvements.

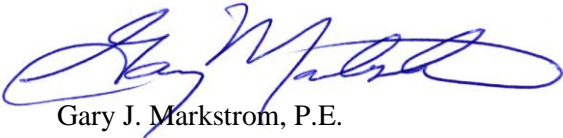
After reviewing the site and impact assessment we offer the following:

DRAINAGE AND GRADING

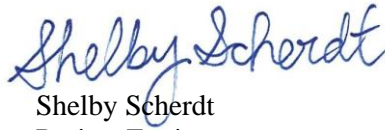
1. 6-inch private storm sewers are adequate where not under pavement but should be at a minimum of 1% slope. Due to the pipe going under the bioretention area being at a 0.5% slope, this pipe should be sized at 12-inches, or the slope of the pipe should be revised to a 1% slope.
2. The Petitioner provided calculations that demonstrate that the existing detention basin on the site to the east has more than enough capacity to accommodate the additional flow from the proposed site.

We recommend the petitioner revise the site plan to address the above comments prior to approval. Please call or email if you have any questions.

Sincerely,



Gary J. Markstrom, P.E.
Vice President



Shelby Scherdt
Project Engineer



BRIGHTON AREA FIRE AUTHORITY

615 W. Grand River Ave.
Brighton, MI 48116
o: 810-229-6640 f: 810-229-1619

May 28, 2021

Kelly VanMarter
Genoa Township
2911 Dorr Road
Brighton, MI 48116

RE: Howell Family Dentistry - Parking Lot
2765 E. Grand River
Genoa Twp., MI

Dear Kelly:

The Brighton Area Fire Department has reviewed the above-mentioned site plan. The plans were received for review on May 6, 2021 and the drawings are dated November 10, 2020 with latest revisions dated April 12, 2021. The project is based on the demolition of an existing 2,409 square foot building that will be demolished to provide a new parking lot for the owner's neighboring property. The plan review is based on the requirements of the International Fire Code (IFC) 2021 edition.

The fire authority has no objection to the proposed plan as submitted.

Additional comments will be given during the building plan review process (specific to the building plans and occupancy). The applicant is reminded that the fire authority must review the fire protection systems submittals (sprinkler & alarm) prior to permit issuance by the Building Department and that the authority will also review the building plans for life safety requirements in conjunction with the Building Department.

If you have any questions about the comments on this plan review please contact me at 810-229-6640.

Cordially,

A handwritten signature in black ink, appearing to read "R. Boisvert".

Rick Boisvert, FM, CFPS
Fire Marshal

cc: Amy Ruthig amy@genoa.org

Impact Assessment – Job 97256

A. Name(s) and address(es) of person(s) responsible for preparation of the impact assessment and a brief statement of their qualifications.

Greg Petru, P.E.

B. Map(s) and written description/analysis of the project site including all existing structures, manmade facilities, and natural features. The analysis shall also included information for areas within 10 feet of the property. An aerial photograph or drawing may be used to delineate these areas.

The existing site has the existing dental office and parking lot on it. The majority of the site is paved and/or covered in impervious area. Please see attached plans for the existing conditions page, and a photo of the site (next page). The owner of the dental office would like to demolish the existing building and parking area and create some additional parking at the site.

C. Impact on natural features: A written description of the environmental characteristics of the site prior to development and following development, i.e., topography, soils, wildlife, woodlands, mature trees (eight-inch caliper or greater), wetlands, drainage, lakes, streams, creeks or ponds. Documentation by a qualified wetland specialist shall be required wherever the Township determines that there is a potential regulated wetland. Reduced copies of the Existing Conditions Map(s) or aerial photographs may accompany written material.

The site does not have much vegetation on it, there are some trees that exist along the North property line area and there is new landscaping to the East where the new building was constructed. The existing parking lot is actually located within the ROW. With the new plan, this would be removed and moved back 20' from the property line to meet the current ordinance. This would increase green space and landscaping along the frontage. With the commercial use of the property this would not impact ex. wildlife or existing vegetation on the site. After completion, the parking area would include more vegetation/trees than before. There are no wetlands, streams, creeks or ponds on the site.

D. Impact on stormwater management: Description of measures to control soil erosion and sedimentation during grading and construction operations and until a permanent ground cover is established. Recommendations for such measures may be obtained from the Livingston County Drain Commission at (517) 546-0040.

Stormwater management will include a soil erosion plan to keep sediment from Grand River and adjacent properties. Currently, the majority of the site sheet drains to Grand River. We area proposing to collect runoff in bio-retention areas in an effort to infiltrate some of the runoff and keep water from draining directly to the road.

E. Impact on surrounding land used: Description of the types of proposed uses and other man-made facilities, including any project phasing, and an indication of how the proposed use conforms or conflicts with existing and potential development patterns. A description shall be provided of any increases of light, noise or air pollution which could negatively impact adjacent properties.

The impact to the adjacent properties will be mostly due to construction. Currently, the site shares a drive entrance and parking lot with the Vet clinic to the West. During construction, all construction activities will ensure that the shared entrance and access will be available at all times or coordinated with the adjacent owner if necessary. SESC measures will also be utilized to minimize impact.

F. Impact on public facilities and services: Describe the number of expected residents, employees, visitors, or patrons, and the anticipated impact on public schools, police protection and fire protection. Letters from the appropriate agencies may be provided, as appropriate.

The impact to public facilities will be the same as now. The additional parking spaces will help the businesses from overparking or parking illegally. The updated parking layout will provide better access for police and/or fire if necessary.

G. Impact on public utilities: Describe the method to be used to service the development with water and sanitary sewer facilities, the method to be used to control drainage on the site and from the site, including runoff control during periods of construction. For sites serviced with sanitary sewer, calculations for pre- and post development flows shall be provided in comparison with sewer line capacity. Expected sewage rates shall be provided in equivalents to a single family home.

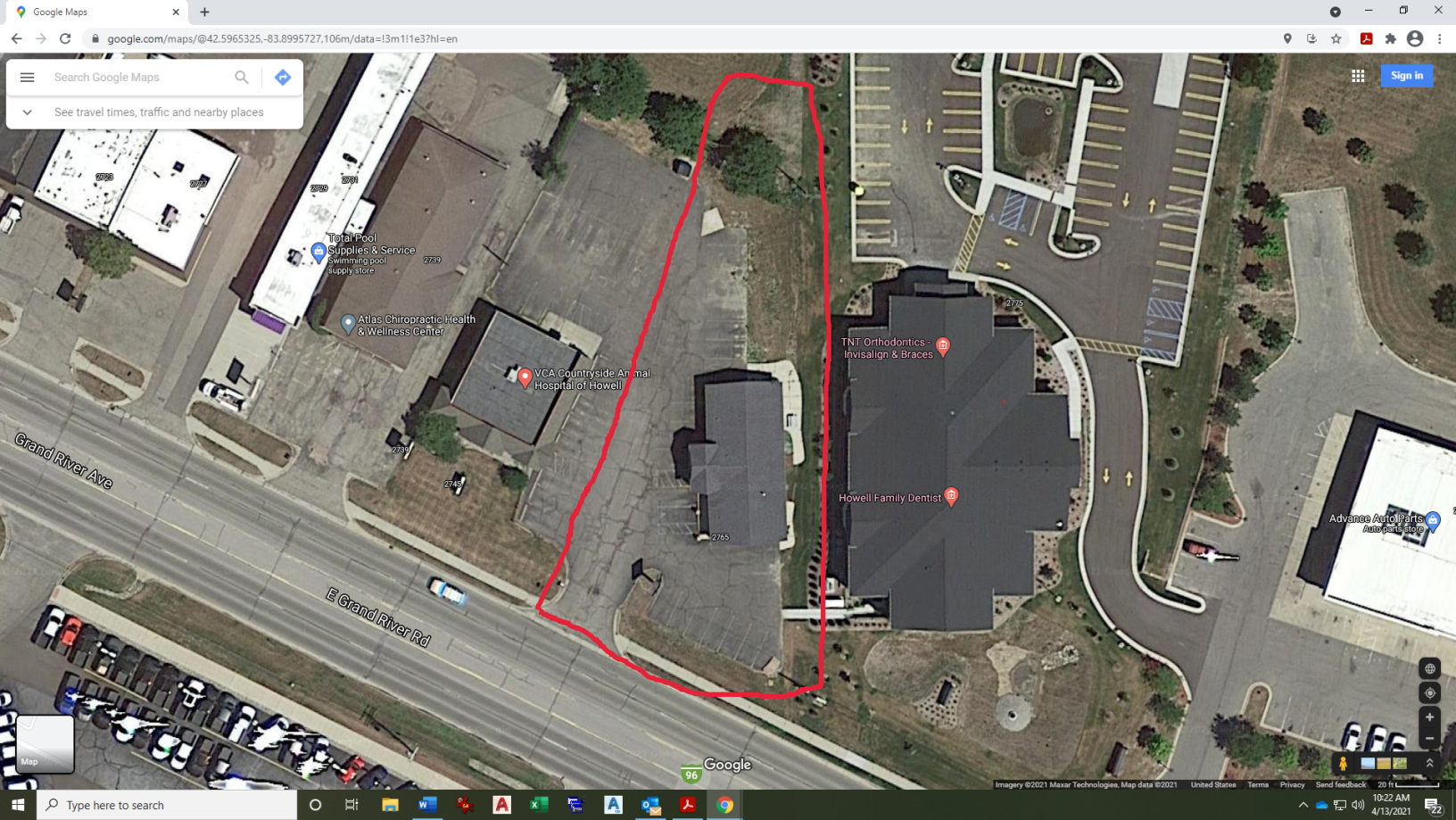
The impact on utilities will be reduced. The site does not require sanitary, water, gas, telecom any more with the demolition of the office. All utilities to the building will need to be shutoff/capped according to Township and Utility requirements. The current site does not include any stormwater collection system. The site sheet drains to Grand River and goes to an existing catch basin at the West edge of the drive. The updated plan will direct the new lot to (2) bio-retention areas that will help infiltrate water into the ground. At the South bio-retention area an overflow pipe to the existing detention basin has been provided.

H. Storage and handling of any hazardous materials: A description of any hazardous substances expected to be used, stored or disposed of on the site. The information shall describe the type of materials, location within the site and method of containment. Documentation of compliance with federal and state requirements, and a Pollution Incident Prevention Plan (PIPP) shall be submitted, as appropriate.

There will be no hazardous materials for the new parking lot. All demolition of the existing building will need to be permitted.

I. Impact on Traffic and Pedestrians: A description of the traffic volumes to be generated based on national reference documents, such as the most recent edition of the Institute of Transportation Engineers Trip Generation Manual, other published studies or actual counts of similar uses in Michigan. A detailed traffic impact study shall be submitted for any site over ten (10) acres in size which would be expected to generate 100 directional vehicle trips (i.e. 100 inbound or 100 outbound trips) during the peak hour of t

Traffic to and from the site will have no change in volume. Currently, the dentist staff parks at this existing office and parking area. With the updated site layout, a few more of the staff would be able to park here, but traffic volumes to both sites would remain unchanged. With the updated layout, we will be providing better access (stairway) for the staff to get to the new medical building. For the overall site, the barrier free parking would remain in the upper lot.



Search Google Maps

See travel times, traffic and nearby places

Grand River Ave

E Grand River Rd

Total Pool Supplies & Service
Swimming pool supply store

Atlas Chiropractic Health & Wellness Center

VCA Countryside Animal Hospital of Howell

TNT Orthodontics - Invisalign & Braces

Howell Family Dentist

Advance Auto Parts

Google

Type here to search

10:22 AM 4/13/2021



KEBS, INC

Engineering • Surveying

Storm Water Narrative – Howell Dentist – Parking Addition:

A parcel of land (0.38 Acres) that is adjacent to the Howell Dental site, and is the old Howell Dental site, is proposed to be combined with the larger parcel to the East. The old dentist office is proposed to be demolished and turned into additional parking spaces for the new facility. The original drainage area to the detention basin was 1.51 acres. With the parcel included this brings the total acreage to the detention pond to 1.84 acres. The original design had shown a volume of 12,943 cft required, however, this was actually twice the 100 year amount that was required for extra safety. With the additional 0.33 acres added to the original calculation, the pond would only be required to store 9,075 cft. The As-Built calculation for the pond was 16,418 cft. In addition to the 16,418 cft, there are also (2) Bio-Retention areas on the existing parcel and (2) additional Bio-Retention areas on the proposed parking parcel to provide additional volume. The Existing Volume is adequate to service both parcels.

Allowable Discharge and 'C' Calculation:

The existing discharge rate will remain the same at 0.21 cfs, per the original design. It was based on the 12,943 cft of volume, which is still above the required 100-year requirement.

Attachments:

1. Existing Drainage Map
2. Proposed Drainage Map
3. Pipe Calculations (1 pages)
4. Original Detention
5. Proposed Detention
6. Plans

EXISTING DRAINAGE ALL TO GRAND RIVER

16,648 SF TOTAL AREA (PARCEL)

12,530 SF IMPERVIOUS (EXISTING)

4,118 SF PERVIOUS (EXISTING)

'C' = .78

OFFSITE FROM EAST:

3,320 SF TOTAL AREA (PARCEL)

120 SF IMPERVIOUS (EXISTING)

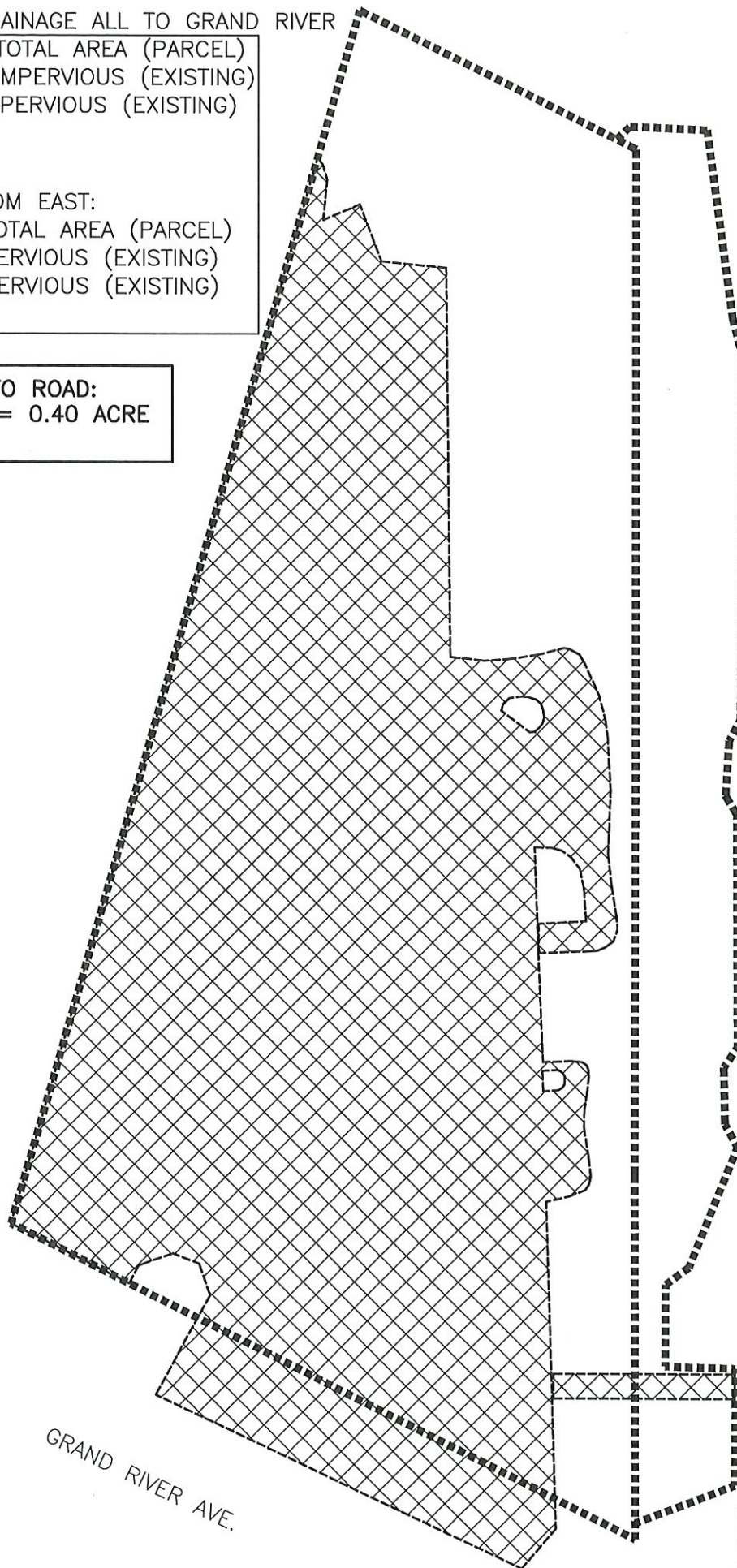
3,200 SF PERVIOUS (EXISTING)

'C' = 0.28

EX. TOTAL TO ROAD:

19,968 SF = 0.40 ACRE

'C' = 0.69



GRAND RIVER AVE.

EXISTING
DRAINMAP

TO CONTINUE TO GRAND RIVER
5,654 SF = 0.13 ACRE
958 SF PERVIOUS
4,696 SF IMPERVIOUS
'C' = 083

TO LB#1
4,686 SF = 0.11 ACRE
2,220 SF PERVIOUS
2,466 SF IMPERVIOUS
'C' = 0.62

TO LB#2
9,637 SF = 0.22 ACRE
3,529 SF PERVIOUS
6,108 SF IMPERVIOUS
'C' = 0.69

PROPOSED
DRAINMAP

STORM DRAINAGE COMPUTATIONS BY:

PROJECT Howell Dentist Parking

KEBS, INC.
2116 Haslett Road
Haslett, MI 48840
(517) 339-1014

SHEET # 1 OF 1

CALCULATED BY: _____ DATE: 6/8/2021

CHECKED BY: _____ DATE: _____

10 YEAR STORM

STR # _____ LB1 _____ TO STR# _____ LB2 _____

INCREMENT AC. = 0.11 "C"= 0.62

INCREMENT "CA"= 0.07 TOT AC.= 0.11 TOT "CA"= 0.07 TC= 10.00 "I"= 4.76

Q10 0.33 SIZE 12 "V"= 4.55 LENGTH 131 TIS 0.48 SLOPE= 1.00%

INV. UP= 972.81 INV. DOWN= 971.50 HYD. % 0.01% REMARKS _____

HYD EL UP= 972.51 HYD EL DOWN= 972.50

RIM EL _____

STR # _____ BIO2 _____ TO STR# _____ EX-POND _____

INCREMENT AC. = 0.33 "C"= 0.67

INCREMENT "CA"= 0.22 TOT AC.= 0.33 TOT "CA"= 0.22 TC= 30.00 "I"= 2.64

Q10 0.58 SIZE 6 "V"= 2.96 LENGTH 74 TIS 0.42 SLOPE= 0.50%

INV. UP= 975.17 INV. DOWN= 974.80 HYD. % 1.04% REMARKS Pipe is overflow to Pond

HYD EL UP= 976.07 HYD EL DOWN= 975.30

RIM EL _____

STR # _____ TO STR# _____

INCREMENT AC. = _____ "C"= _____

INCREMENT "CA"= _____ TOT AC.= _____ TOT "CA"= _____ TC= _____ "I"= _____

Q10 _____ SIZE _____ "V"= _____ LENGTH _____ TIS _____ SLOPE= _____

INV. UP= _____ INV. DOWN= _____ HYD. % _____ REMARKS _____

HYD EL UP= _____ HYD EL DOWN= _____

RIM EL _____

STR # _____ TO STR# _____

INCREMENT AC. = _____ "C"= _____

INCREMENT "CA"= _____ TOT AC.= _____ TOT "CA"= _____ TC= _____ "I"= _____

Q10 _____ SIZE _____ "V"= _____ LENGTH _____ TIS _____ SLOPE= _____

INV. UP= _____ INV. DOWN= _____ HYD. % _____ REMARKS _____

HYD EL UP= _____ HYD EL DOWN= _____

RIM EL _____

STR # _____ TO STR# _____

INCREMENT AC. = _____ "C"= _____

INCREMENT "CA"= _____ TOT AC.= _____ TOT "CA"= _____ TC= _____ "I"= _____

Q10 _____ SIZE _____ "V"= _____ LENGTH _____ TIS _____ SLOPE= _____

INV. UP= _____ INV. DOWN= _____ HYD. % _____ REMARKS _____

HYD EL UP= _____ HYD EL DOWN= _____

RIM EL _____

ORIGINAL

Standpipe Dimensions for Detention Pond (First Flush, Bank Full, 100 yr Flood)

Storm Outlet:	MDOT CB AT GRAND RIVER AVE.	Existing "C" Value	0.20
Job Name:	HOWELL MEDICAL BUILDING	Proposed "C" Value	0.48
Job Number:	E-89814	Maximum Allowable Outflow (CFS)	0.21
Drainage Area (Acres)	1.51	Required Detention Volume (ft ³)	12943

STORAGE PROVIDED

Elevation (ft)	Area (ft ²)	Incremental Volume (ft ³)	Detention Pond Volume (ft ³)
979.0	5588.000	5035	16623
978.0	4482.000	3995	11588
977.0	3508.000	3049	7593
976.0	2590.000	2171	4544
975.00	1752.000	1407	2373
974.0	1062.000	821	966
973.0	580.000	145	145
972.5	0.000		

Detention Pond Storage Capacity (ft³) 16623 ***
 100 yr Flood Storage Requirement (ft³) 12943 **
* WE PROVIDED 2X VOLUME REQUIRED
** AS-BUILT VOLUME = 16,418 CFT
 Storage Elevation (ft) 978.27

Area = $Q / [0.62 * (\text{SQRT}(2 * g * h))]$
 $Q_{FF} + Q_{BF}$ (CFS) 0.06
 $Q_{100} - (Q_{FF} + Q_{BF})$ (CFS) 0.15
 Discharge Area (ft²) 0.023
 A 1.0" diameter hole has an area of 0.0055 ft²
 Use 4 1.00" holes at 976.45

Bank Full Storage Requirement (ft³) 5922 Storage Elevation (ft) 976.45
 (V_{BF} = 8170 x (Ac) x (C)) The bankfull storm is the 24 hour, 2 year storm event:

Check first flush holes: h_{ave} (ft) <u>2.63</u> Q_{ff} (CFS) <u>0.04</u> T_{ff} (hrs) <u>37.0</u> < 48 hrs, First Flush orifices are sufficient	V_1 (ft ³) <u>-3986</u> V_2 (ft ³) <u>7277</u> Q_{BF} (CFS) <u>-0.09</u> $h_{ave} = 2/3 H$ h_{ave} (ft) <u>0.89</u> Discharge Area (ft ²) <u>-0.0200</u>	A 1" diameter hole has an area of 0.0055 ft ² Use 0 1" holes at (FF holes are sufficient, < 40 hrs)
---	--	--

First Flush Storage Requirement (ft³) 2631 Storage Elevation (ft) 975.12
 (V_{FF} = 1815 x (Ac) x (C)) The first flush storm is the first 1" of rain over the entire watershed:

Allowable Q_{FF} (CFS) 0.030
 $h_{ave} = 2/3 H$ h_{ave} (ft) 1.46
 Discharge Area (ft²) 0.005 T_{ff} (hrs) 22.1
 (Area = $Q / [0.62 * (\text{SQRT}(2 * g * h))]$)
 A 1.00" diameter hole has an area of 0.0055 ft²
 Use 1 1.00" holes at 972.50

KEBS INC. 2116 Haslett Road Haslett, MI 48840 (517) 339-1014	Runoff Detention Required: First Flush 2631 CFT Bank Full 5922 CFT 100 Year 12943 CFT	By: BRUCE PORTER	Date: 2/25/2016
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PROPOSED WITH 0.33 ACRES ADDED

Detention Requirement and Discharge Allowance for Small Sites

Storm Outlet: POND TO ROAD Existing "C" Value 0.20
 Job Name: HOWELL DENTIST Proposed "C" Value 0.51
 Job Number: 97256 Maximum Allowable Outflow (CFS) 0.21
 Drainage Area (Acres) 1.84 Storm Recurrence Interval (Yrs) 100

Duration	A Rainfall (Per NWS Bulletin 71)	B 100% Runoff	C Runoff "C"	D Runoff (Ac.-Ft.)	E Outflow (Ac.-Ft.)	F Storage (Ac.-Ft.)
20 min.	1.57	0.241	0.51	0.123	0.006	0.117
30 min.	1.92	0.294	0.51	0.150	0.009	0.141
40 min.	2.10	0.322	0.51	0.164	0.012	0.153
1 hr.	2.44	0.374	0.51	0.191	0.017	0.173
2 hr.	3.02	0.463	0.51	0.236	0.035	0.201
3 hr.	3.33	0.511	0.51	0.260	0.052	0.208
4 hr.	3.52	0.540	0.51	0.275	0.069	0.206
5 hr.	3.71	0.569	0.51	0.290	0.087	0.203
6 hr.	3.90	0.598	0.51	0.305	0.104	0.201
8 hr.	4.11	0.630	0.51	0.321	0.139	0.183
10 hr.	4.30	0.659	0.51	0.336	0.174	0.163
12 hr.	4.52	0.693	0.51	0.353	0.208	0.145
18 hr.	4.89	0.750	0.51	0.382	0.312	0.070
24 hr.	5.20	0.797	0.51	0.407	0.417	-0.010

- A) Inches of Rainfall: The numbers provided are taken from the National Weather Service Bulletin #71
- B) 100% Runoff for 1.84 Acres: Divide inches of rainfall by 12 and multiply by number of acres.
- C) Proposed % Runoff: Insert selected "C" value. "C" value of the total site can be adjusted as a ratio of impervious area, plus 0.05 for vacant area.
- D) Runoff: Multiply 100% runoff value by "C" value.
- E) Outflow: Multiply outflow in cfs by duration in hours, then by 3600 and divide by 43,560.
- F) Storage Required: Subtract Outflow from Runoff. Storage value will increase to a peak value and then decrease. The peak (largest) value for storage should be used.

* Maximum allowable Outflow (FCS) $Q=CA (C_{exist})$ $Q(CFS)= 0.368$

KEBS INC. 2116 Haslett Road Haslett, MI 48840 (517) 339-1014	Runoff Detention (cft):	By:	Date:
	9075	gp	6/8/2021

→ 100-YEAR VOLUME
 AS-BUILT VOLUME = 16,418 ft³ > OK.

2765 E. Grand River Ave.

COUNTY OF LIVINGSTON, TOWNSHIP OF GENOA, MICHIGAN

APPLICANT/OWNER:

Howell Family Dentist
2775 E. GRAND RIVER
HOWELL, MICHIGAN
PH: (517) 546-3440

ENGINEER/SURVEYOR:

KEBS, Inc.
2116 HASLETT RD.
HASLETT, MI. 48840
PH: (517) 339-1014

OVERALL LEGAL DESCRIPTION (COMBINED)

A parcel of land in the Northeast fractional 1/4 of Section 6 and part of Outlot B, Earl Lake Heights No. 1, Genoa Township, Livingston County, Michigan, as recorded in Liber 7 of Plats, Page 8, Livingston County Records, the surveyed boundary of said parcel described as: Commencing at the East 1/4 corner of said Section 6; thence N00°38'02"E along the East line of said section 671.71 feet to the Northeastly right-of-way line of Grand River Avenue; thence N62°18'07"W along said Northeastly right-of-way line 1686.74 feet to the Westerly line of a 66-foot private road easement for ingress and egress as recorded in Liber 582, Page 33, Livingston County Records and the Point of Beginning; thence continuing N62°18'07"W along said Northeastly right-of-way line 141.06 feet; thence N61°35'00"W continuing along said Northeastly right-of-way line 114.50 feet; thence N17°57'20"E 205.23 feet to the Northeastly line of Outlot B of "Earl Lake Heights No. 1", as recorded in Liber 7 of Plats, Page 8, Livingston County Records; thence S61°48'44"E along said Northeastly line 50.51 feet to the East line of said Earl Lake Heights No. 1; thence N01°00'26"E along said East line 156.77 feet; thence S77°23'26"E 224.91 feet; thence S11°34'04"W 277.29 feet to the Northerly right-of-way line of said private road easement; thence N74°37'44"W along said line 4.75 feet to the Westerly right-of-way line of said private road easement; thence S18°58'30"W along said Westerly right-of-way line 136.07 feet to the point of beginning; containing 2.06 acres, more or less; said parcel subject to all easements and restrictions of record, if any.

SPECIFICATIONS

SANITARY SEWERS (NO PROPOSED SANITARY)

- All sanitary sewer construction and testing shall comply with the Construction Standards of Genoa Township and MHOG standards and shall be subject to the inspection and approval of the Township.
- All sanitary sewer main pipe shall be PVC SDR 26 with "0" ring joints.
- All pipe to be laid with the aid of laser equipment.
- All sanitary sewer manholes shall be in accordance with Construction Standards of Genoa Township and MHOG.
- Trench width shall be maintained to a point at least 12" above the top of the pipe to ensure bedding conditions.
- All sanitary sewer leads shall be 6" PVC SDR 23.5 at a minimum of 1%.

STORM SEWER

- All on site storm sewer shall be HDPE N-12 or equal, storm sewer in public road R.O.W. shall be RCP C-76 CL IV (12" or larger), PVC SDR 35 (12" or smaller)
- All pipe to be laid with the aid of laser equipment.
- All storm sewer manholes and catch basins shall be in accordance with the Livingston County Drain Commission Standards. Structures shall be precast ASTM C478 with the reinforced precast concrete adjusting rings for final grade adjustments.
- Curb castings shall be Neenah R-3236 or EJIW 7040.
- All catch basins and yard drains shall have a three foot deep sump.

WATER SYSTEM (NO PROPOSED WATER MAIN)

- All water system construction and testing shall comply with the Construction Standards of Genoa Township and shall be subject to the inspection and approval of the Township Engineer
- All water main shall be Ductile Iron Cl. 52, cement lined, push joint pipe, laid with a minimum of 5.5' of cover.
- All gate valves shall be in accordance with the requirements of Genoa Township.
- All fire hydrants shall meet Genoa Township standards.
- All water main shall have a minimum of 10 feet of horizontal separation from sewers and a minimum of 18 inches of vertical separation where water main and sewer lines cross.
- Retainer glands shall be used at all fitting connections. MEGA-Lug or equal retainer glands are to be used.
- All water main shall be encased in Polyethylene wrap.
- Watermain deflections @ joints are not to exceed the manufacturers recommended deflection limits.
- Contractor must have 5.5' of cover on watermain before approval to use.
- If the water service taps are made before the water main has been accepted by the Twp, the taps and service lines need to be included in the pressure testing process.
- All water service lines are to be a minimum of 1" type 'K' copper.

STREETS

- All construction within an existing or proposed public R.O.W. (Grand River) shall comply with the requirements of MDOT and be subject to their inspection and approval.
- All disturbed areas between the curb and the road right of way shall be covered with 3" of top soil, seeded and mulched unless otherwise noted.
- All Radii shall be 25' unless noted.
- All roadway subgrade is to be compacted to 95% max. density and the base and subbase materials to 98% max. density.

SIDEWALK

- All side walk construction shall be in accordance with the requirements of Genoa Township.

GENERALS

- Information on depth, size, etc., of all other underground utilities shown herein is plan information only, obtained from the utility company involved. Prior to any final designing or construction. It is recommended that all utility companies, agencies, departments, etc., involved be contacted for verification of such locations.
- The locations, size and elevation of sewers and related structures shown herein, were obtained through field observation. Kebs, Inc., is not responsible for information on any other sewers, drains or related structures not found and not shown hereon, that may cross, parallel, lie contiguous to or service this site.
- For protection of underground utilities, the contractor shall dial 800-482-7171 a minimum of 72 hours prior to excavating in the vicinity of utility lines. All "MISS DIG" participating members will thus be routinely notified. This does not relieve the contractor of the responsibility of notifying utility owners who may not be a part of the "MISS DIG" alert system.
- All existing roads, driveways and yards disturbed during construction shall be restored by the contractor to its original condition.
- All sewer pipe shall be bedded with CL. II granular material. Class II material shall be used in backfilling all sewer trenches to 1' above the sewer pipe.
- All backfill of trenches within the influence of roadways and sidewalks shall be MDOT CL II sand, compacted to 95% density. Equipment such as a small dozer in the trenches and a hoe-pack around the structures will be required, or equipment capable of reaching 95% density and all required trenches.
- Contractor shall be responsible for obtaining all permits required for construction.
- "Contractor shall be responsible for maintaining as-built drawings for the entire project including all utility locations and elevations and surface locations and elevations. These will be provided to the City on a CD in Acad release 14 or newer prior to acceptance of the project."
- All work to be performed in a workmanlike manner.

ABBREVIATION CONVERSION CHART

& - AND	LF - LINEAR FEET
@ - AT	L.P.- LOW POINT
BM - BENCHMARK	M.H. - MANHOLE
BIT - BITUMINOUS	MIN - MINIMUM
C.B. - CATCH BASIN	N - NORTH
C.H. - CHORD	# - NUMBER
C/L - CENTERLINE	NO. - NUMBER
CL - CLASS	PAV'T - PAVEMENT
C.O. - CLEAN OUT	PERP - PERPENDICULAR
CONC. - CONCRETE	± - PLUS OR MINUS
CMP - CORRUGATED METAL PIPE	PC - POINT OF CURVE
CULV'T - CULVERT	PT - POINT OF TANGENT
DIA - DIAMETER	PROP - PROPOSED
E - EAST	RT - RIGHT
ELEV - ELEVATION	R.O.W. - RIGHT OF WAY
EX - EXISTING	SA - SANITARY
EXT. - EXISTING	SAN - SANITARY
EXIST. - EXISTING	S - SOUTH
F-F - FACE TO FACE	SY - SQUARE YARD
F-F - FIRST FLOOR ELEV.	SQ. FT. - SQUARE FEET
	STA - STATION
	ST. - STORM
	STM. - STORM
	T/CAS - TOP OF CASTING
	T/C - TOP OF CURB
	T/G - TOP OF GROUND
	T/P - TOP OF PAVEMENT
	T/W - TOP OF WALK
	TYP - TYPICAL
	W - WEST
	W/ - WITH

BENCHMARKS

BENCHMARK #1 ELEV. = 976.21 (NAVD88)
NORTHEAST FLANGE BOLT OF HYDRANT
APPROXIMATELY 30 FEET SOUTHWEST OF SOUTHEAST
PROPERTY CORNER AND APPROXIMATELY 13'
NORTHEAST OF NORTHEAST BACK OF CURB OF
GRAND RIVER AVENUE.

BENCHMARK #2 ELEV. = 981.03 (NAVD88)
SOUTHEAST FLANGE BOLT OF FIRE HYDRANT
APPROXIMATELY 55 FEET SOUTHWEST SOUTHWEST
CORNER OF "ADVANCE AUTO PARTS"

EX. LEGEND

(M)	= MEASURED DIMENSION	⊙	= SANITARY MANHOLE
(R)	= RECORDED DIMENSION	⊕	= DRAINAGE MANHOLE
●	= SET 1/2" BAR WITH CAP UNLESS NOTED	⊖	= ELECTRIC MANHOLE
□	= FOUND IRON AS NOTED	Ⓣ	= TELEPHONE MANHOLE
—	= DEED LINE	⊞	= CATCH BASIN
↔	= DISTANCE NOT TO SCALE	○∞	= CLEANOUT
—+—	= FENCE	⊕	= FIRE HYDRANT
▨	= ASPHALT	⊖	= VALVE
▩	= CONCRETE	⊗	= UTILITY POLE
▧	= DECK	☆	= LIGHT POLE
▦	= GRAVEL	—	= GUY WIRE
⊕	= EXISTING SPOT ELEVATION	—	= UTILITY PEDESTAL
⊖	= EXISTING CONTOUR ELEVATION	⊞	= TRANSFORMER
—+—	= BUILDING OVERHANG	⊞	= HANDHOLE
—ED—	= OVERHEAD WIRES	⊞	= ELECTRIC METER
⊞	= DECIDUOUS TREE	⊞	= GAS METER
		⊞	= WATER METER
		—	= SIGN
		+	= POST
		⊞	= AIR CONDITIONING UNIT

LEGEND	
—+—	PROPOSED WATER MAIN
—+—	PROPOSED SANITARY SEWER
—+—	PROPOSED STORM SEWER
⊕	PROPOSED HYDRANT
⊖	PROPOSED GATE VALVE
⊖	PROPOSED SAN. M.H.
⊖	PROPOSED STORM M.H.
⊖	PROPOSED C.B.
⊖	PROPOSED GRADES
⊖	PROPOSED FIRST FLOOR ELEV.
▲1/C 800.00	PROPOSED TOP OF CURB ELEV.
▲1/G 800.00	PROPOSED TOP OF GROUND ELEV.
▲1/P 800.00	PROPOSED TOP OF PAVT ELEV.
▲1/W 800.00	PROPOSED TOP OF WALK ELEV.
⊖	⊖ DENOTES S.E.S.C. KEYING SYSTEM



SHEET INDEX

- COVER SHEET
- EXISTING CONDITIONS/DEMOLITION PLAN
- SITE PLAN
- OVERALL PARCEL PLAN
- GRADING AND SESC PLAN
- LANDSCAPE PLAN
- DETAIL SHEET

ATTACHMENT: LIGHTING PLAN



REVISIONS 3-15-21 OWNER REVIEW 4-12-21 SITE PLAN SUBMITTAL 5-26-21 SITE PLAN REVISION		KEBS, INC. KYES ENGINEERING BRYAN LAND SURVEYS 2116 HASLETT ROAD, HASLETT, MI 48840 PH. 517-339-1014 FAX. 517-339-8047 Marshall Office Ph. 269-781-9800	
2765 E. Grand River Ave.		COVER SHEET	
SCALE: NONE	DESIGNER: GAP	APPROVED BY: GAP	
DATE: 11-10-20	PROJECT MGR. GAP	SHEET 1 OF 7	
AUTHORIZED BY: Howell Family Dentist		JOB #: 97256	

SURVEY#97256.TOP

TAX ID# 4711-06-201-076 (TO BE COMBINED WITH PARCEL # 4711-06-200-068 (SEE OVERALL PLAN, PG. 4)
ADDRESS: 2765 E. GRAND RIVER., HOWELL, MICHIGAN

2765 E. Grand River Ave.

COUNTY OF LIVINGSTON, TOWNSHIP OF GENOA, MICHIGAN

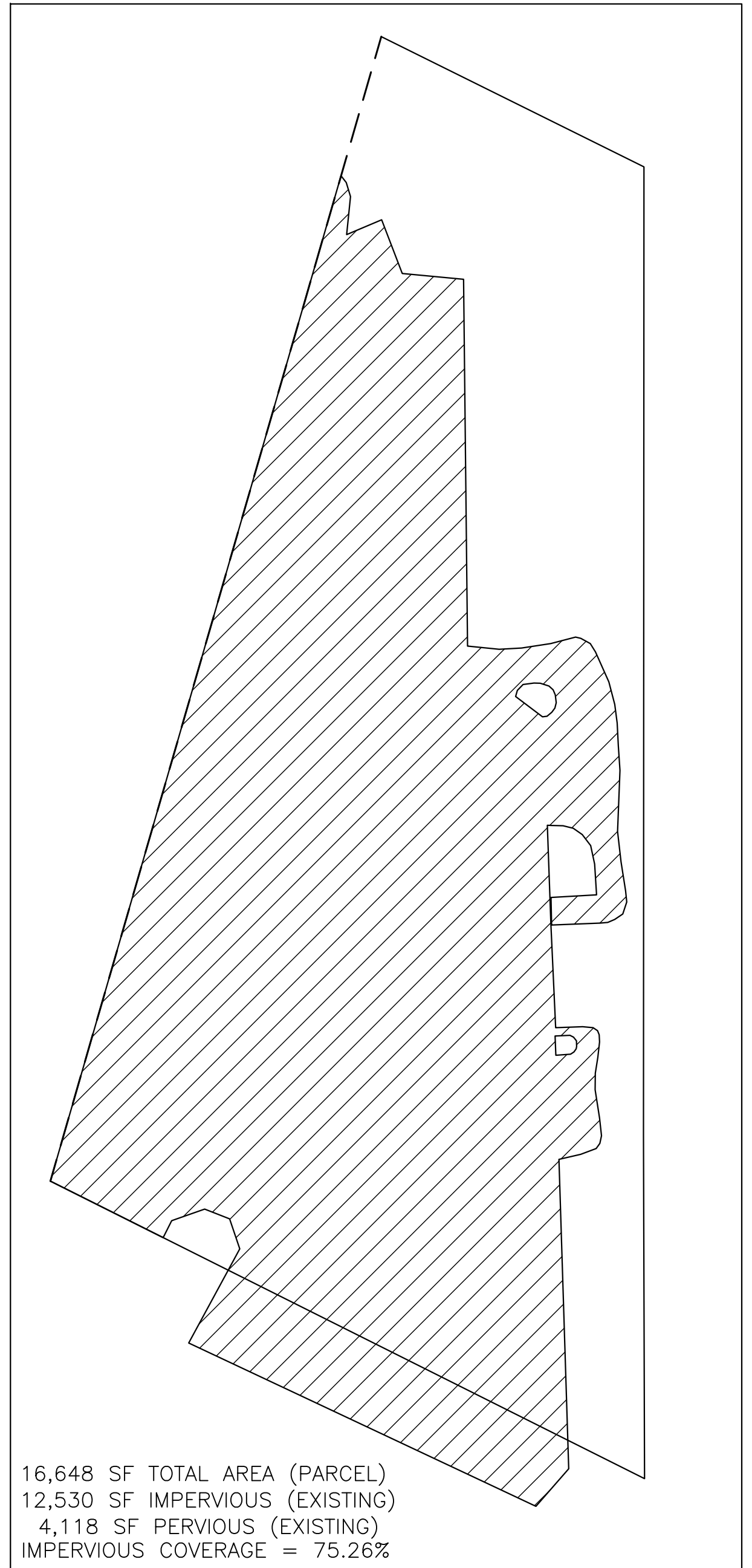
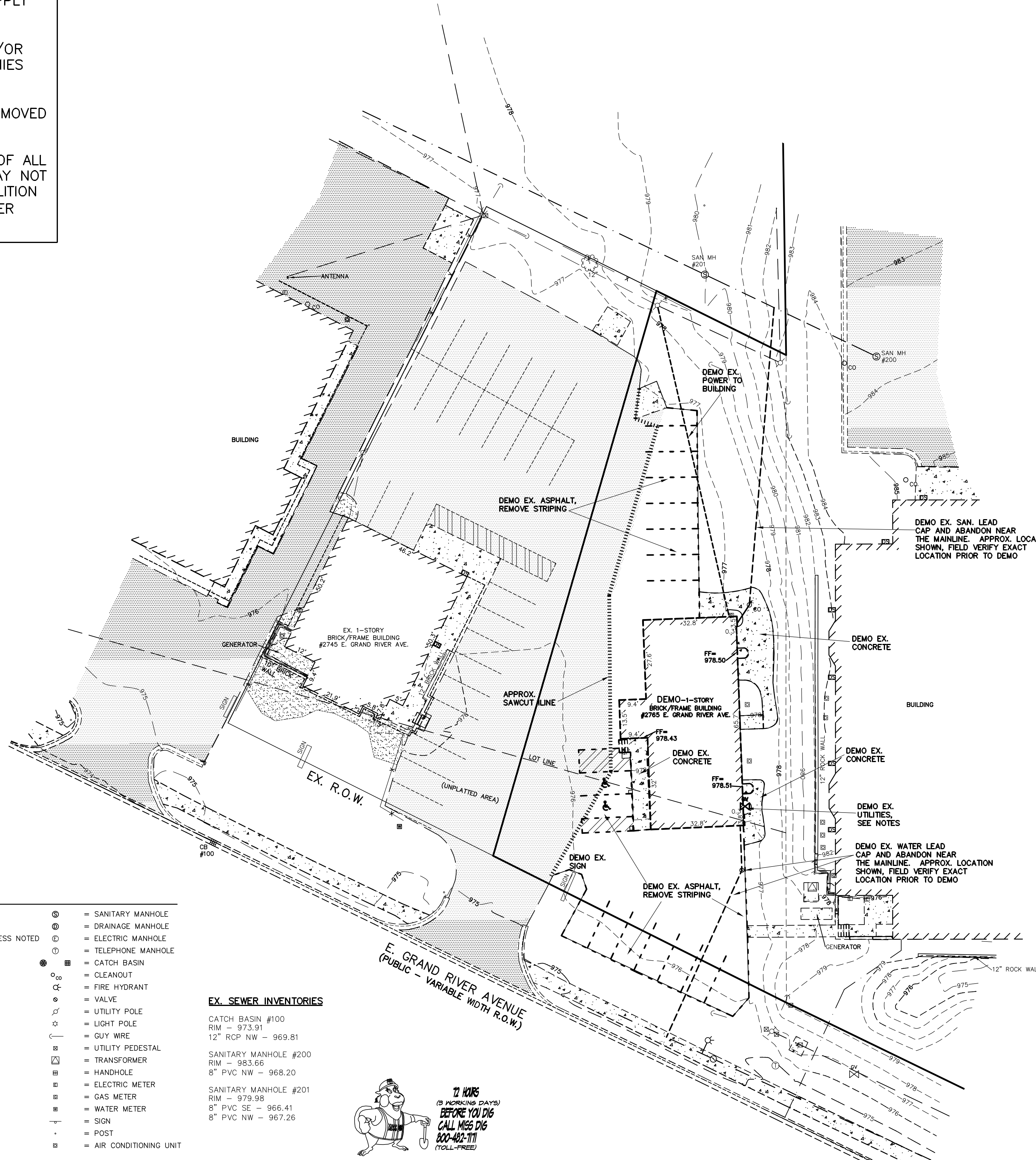
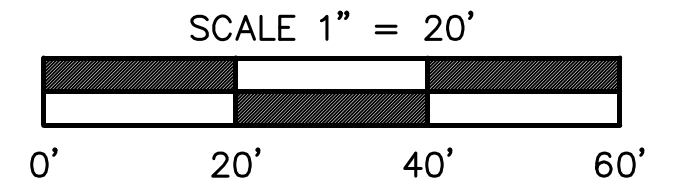
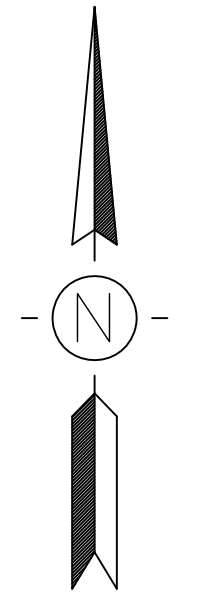
DEMOLITION NOTES:

A DEMOLITION PERMIT IS REQUIRED, CONTRACTOR SHALL APPLY FOR AND RECEIVE PRIOR TO ANY DEMOLITION.

ALL UTILITIES MUST BE PROPERLY SHUT OFF/CAPPED AND/OR REMOVED PRIOR TO STARTING, VERIFY WITH UTILITY COMPANIES (PHONE/CABLE/GAS/ELECTRIC) AND MHOG

ALL EX. STRUCTURES AND ANY FOUNDATIONS SHALL BE REMOVED FROM THE SITE.

CONTRACTOR IS RESPONSIBLE FOR COMPLETE DEMOLITION OF ALL ITEMS WITHIN DEMOLITION LIMITS, INCLUDING ITEMS THAT MAY NOT BE SPECIFICALLY SHOWN. IF CONTRACTOR HAS ANY DEMOLITION QUESTIONS THEY SHALL BE REQUESTED TO OWNER/ENGINEER PRIOR TO STARTING WORK.



BENCHMARKS

BENCHMARK #1 ELEV. = 976.21 (NAVD88)
NORTHEAST FLANGE BOLT OF HYDRANT
APPROXIMATELY 30 FEET SOUTHWEST OF SOUTHEAST
PROPERTY CORNER AND APPROXIMATELY 13'
NORTHEAST OF NORTHEAST BACK OF CURB OF
GRAND RIVER AVENUE.

BENCHMARK #2 ELEV. = 981.03 (NAVD88)
SOUTHEAST FLANGE BOLT OF FIRE HYDRANT
APPROXIMATELY 55 FEET SOUTHWEST SOUTHWEST
CORNER OF "ADVANCE AUTO PARTS"

EX. LEGEND

- | | | | |
|-----|--------------------------------------|---|-------------------------|
| (M) | = MEASURED DIMENSION | ⊙ | = SANITARY MANHOLE |
| (R) | = RECORDED DIMENSION | ⊙ | = DRAINAGE MANHOLE |
| • | = SET 1/2" BAR WITH CAP UNLESS NOTED | ⊙ | = ELECTRIC MANHOLE |
| □ | = FOUND IRON AS NOTED | ⊙ | = TELEPHONE MANHOLE |
| — | = DEED LINE | ⊙ | = CATCH BASIN |
| — | = DISTANCE NOT TO SCALE | ⊙ | = CLEANOUT |
| — | = FENCE | ⊙ | = FIRE HYDRANT |
| — | = ASPHALT | ⊙ | = VALVE |
| — | = CONCRETE | ⊙ | = UTILITY POLE |
| — | = DECK | ⊙ | = LIGHT POLE |
| — | = GRAVEL | ⊙ | = GUY WIRE |
| — | = EXISTING SPOT ELEVATION | ⊙ | = UTILITY PEDESTAL |
| — | = EXISTING CONTOUR ELEVATION | ⊙ | = TRANSFORMER |
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| ⊙ | = DECIDUOUS TREE | ⊙ | = GAS METER |
| | | ⊙ | = WATER METER |
| | | ⊙ | = SIGN |
| | | ⊙ | = POST |
| | | ⊙ | = AIR CONDITIONING UNIT |

EX. SEWER INVENTORIES

- CATCH BASIN #100
RIM - 973.91
12" RCP NW - 969.81
- SANITARY MANHOLE #200
RIM - 983.66
8" PVC SE - 966.41
8" PVC NW - 968.20
- SANITARY MANHOLE #201
RIM - 979.98
8" PVC SE - 966.41
8" PVC NW - 967.26

LEGEND

- 800
F-8 800.00
- PROPOSED GRADES
PROPOSED FIRST FLOOR ELEV.
PROPOSED TOP OF CURB ELEV.
PROPOSED TOP OF GROUND ELEV.
PROPOSED TOP OF PAVT ELEV.
PROPOSED TOP OF WALK ELEV.
DENOTES S.E.S.C. KEYING SYSTEM
- ▲ 1/8 800.00
▲ 1/4 800.00
▲ 1/2 800.00
▲ 3/4 800.00
○



	REVISIONS 2-26-21 SITE PLAN OWNER REVIEW 4-12-21 SITE PLAN SUBMITTAL 5-26-21 SITE PLAN REVISION	KEBS, INC. KYES ENGINEERING BRYAN LAND SURVEYS 2116 HASLETT ROAD, HASLETT, MI 48840 PH. 517-339-1014 FAX. 517-339-8047 Marshall Office Ph. 269-781-9800	SURVEY#97256.TOP
	SCALE: 1" = 20' DATE: 2-9-21 AUTHORIZED BY: Howell Family Dentist	DESIGNER: PROJECT MGR. GAP SHEET 2 OF 7 JOB #: 97256	APPROVED BY: GAP SHEET 2 OF 7 JOB #: 97256

2765 E. Grand River Ave.

COUNTY OF LIVINGSTON, TOWNSHIP OF GENOA, MICHIGAN

SITE DATA:

ZONING: GENERAL COMMERCIAL

ADJACENT ZONING:

NORTH: RESIDENTIAL (SR)
 SOUTH: GENERAL COMMERCIAL (GC)
 EAST: GENERAL COMMERCIAL (GC)
 WEST: GENERAL COMMERCIAL (GC)

IMPERVIOUS COVERAGE

PARKING PARCEL AREA: 16,664 SF = 0.38 ACRES
 EXISTING: 12,530 SF/16,664 SF = 75.14%
 PROPOSED: 13,510 SF/16,664 SF = 81.07%

ADJACENT PARCEL AREA: 73,098 SF = 1.68 ACRES
 EXISTING: 43,705 SF/73,098 SF = 59.74%

COMBINED PARCELS: 89,762 SF = 2.06 ACRES
 PROPOSED IMPERVIOUS: 57,215 SF/89,762 SF = 63.74%
 (WHICH IS LESS THAN 75% - OK)

GENOA TWP. PARKING REQUIREMENTS:

MEDICAL OFFICES OF DOCTORS/DENTIST:
 1 SPACE : 200 SF (GROSS)

13,000 SF (GROSS) / 200 SF (GROSS) = 65 SPACES

65 SPACES REQUIRED
 65 SPACES PROVIDED (@ EX. BUILDING)

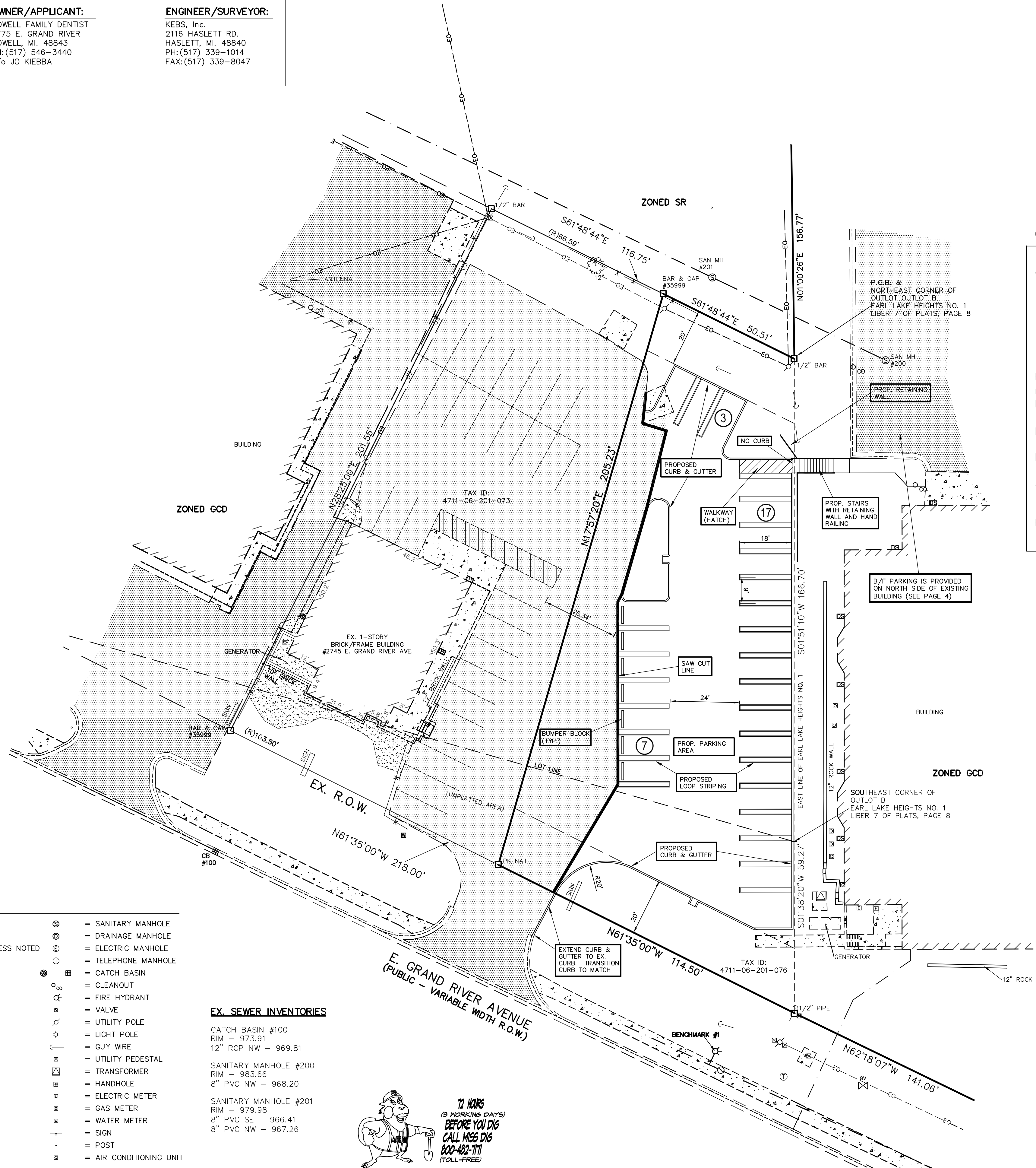
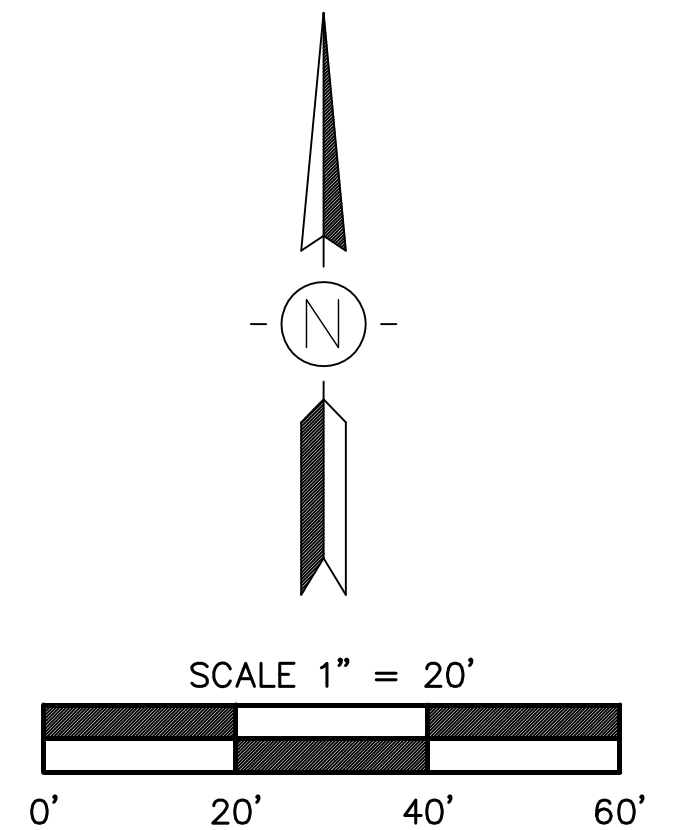
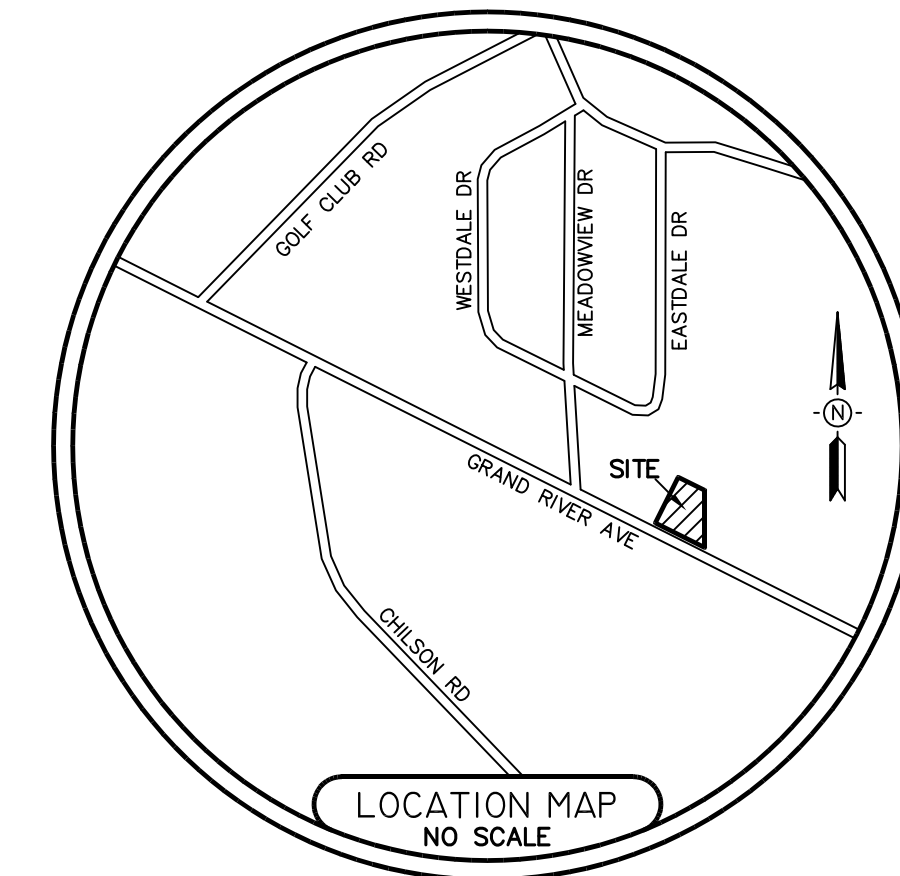
BARRIER FREE PARKING:

51-75 SPACES = 3 REQUIRED B.F. SPACES

3 BARRIER FREE SPACES REQUIRED
 5 BARRIER FREE SPACES PROVIDED

PROVIDE ADDITIONAL PARKING: 27 SPACES

OWNER/APPLICANT: HOWELL FAMILY DENTIST 2775 E. GRAND RIVER HOWELL, MI. 48843 PH: (517) 546-3440 c/o JO KIEBBA	ENGINEER/SURVEYOR: KEBS, Inc. 2116 HASLETT RD. HASLETT, MI. 48840 PH: (517) 339-1014 FAX: (517) 339-8047
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OVERALL LEGAL DESCRIPTION (COMBINED)

A parcel of land in the Northeast fractional 1/4 of Section 6 and part of Outlot B, Earl Lake Heights No. 1, Genoa Township, Livingston County, Michigan, as recorded in Liber 7 of Plats, Page 8, Livingston County Records, the surveyed boundary of said parcel described as: Commencing at the East 1/4 corner of said Section 6; thence N00°38'02"E along the East line of said section 671.71 feet to the Northeastly right-of-way line of Grand River Avenue; thence N62°18'07"W along said Northeastly right-of-way line 1686.74 feet to the Westerly line of a 66-foot private road easement for ingress and egress as recorded in Liber 582, Page 33, Livingston County Records and the Point of Beginning; thence continuing N62°18'07"W along said Northeastly right-of-way line 141.06 feet; thence N61°35'00"W continuing along said Northeastly right-of-way line 114.50 feet; thence N17°57'20"E 205.23 feet to the Northeastly line of Outlot B of "Earl Lake Heights No. 1", as recorded in Liber 7 of Plats, Page 8, Livingston County Records; thence S61°48'44"E along said Northeastly line 50.51 feet to the East line of said Earl Lake Heights No. 1; thence N01°00'26"E along said East line 156.77 feet; thence S77°23'26"E 224.91 feet; thence S11°34'04"W 277.29 feet to the Northerly right-of-way line of said private road easement; thence N74°37'44"W along said line 4.75 feet to the Westerly right-of-way line of said private road easement; thence S18°58'30"W along said Westerly right-of-way line 136.07 feet to the point of beginning; containing 2.06 acres, more or less; said parcel subject to all easements and restrictions of record, if any.

BENCHMARKS

BENCHMARK #1 ELEV. = 976.21 (NAVD88)
 NORTHEAST FLANGE BOLT OF HYDRANT
 APPROXIMATELY 30 FEET SOUTHWEST OF SOUTHEAST PROPERTY CORNER AND APPROXIMATELY 13' NORTHEAST OF NORTHEAST BACK OF CURB OF GRAND RIVER AVENUE.

BENCHMARK #2 ELEV. = 981.03 (NAVD88)
 SOUTHEAST FLANGE BOLT OF FIRE HYDRANT
 APPROXIMATELY 55 FEET SOUTHWEST SOUTHWEST CORNER OF "ADVANCE AUTO PARTS"

EX. LEGEND

(M) = MEASURED DIMENSION	(R) = RECORDED DIMENSION	● = SET 1/2" BAR WITH CAP UNLESS NOTED	□ = FOUND IRON AS NOTED	— = DEED LINE	— = DISTANCE NOT TO SCALE	— = FENCE	— = ASPHALT	— = CONCRETE	— = DECK	— = GRAVEL	— = EXISTING SPOT ELEVATION	— = EXISTING CONTOUR ELEVATION	— = BUILDING OVERHANG	— = OVERHEAD WIRES	— = DECIDUOUS TREE				
⊙ = SANITARY MANHOLE	⊙ = DRAINAGE MANHOLE	⊙ = ELECTRIC MANHOLE	⊙ = TELEPHONE MANHOLE	⊙ = CATCH BASIN	⊙ = CLEANOUT	⊙ = FIRE HYDRANT	⊙ = VALVE	⊙ = UTILITY POLE	⊙ = LIGHT POLE	⊙ = GUY WIRE	⊙ = UTILITY PEDESTAL	⊙ = TRANSFORMER	⊙ = HANDHOLE	⊙ = ELECTRIC METER	⊙ = GAS METER	⊙ = WATER METER	⊙ = SIGN	⊙ = POST	⊙ = AIR CONDITIONING UNIT

EX. SEWER INVENTORIES

CATCH BASIN #100 RIM - 973.91 12" RCP NW - 969.81	SANITARY MANHOLE #200 RIM - 983.66 8" PVC NW - 968.20	SANITARY MANHOLE #201 RIM - 979.98 8" PVC SE - 966.41 8" PVC NW - 967.26
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LEGEND

— = PROPOSED WATER MAIN	— = PROPOSED SANITARY SEWER					
⊙ = PROPOSED HYDRANT	⊙ = PROPOSED GATE VALVE	⊙ = PROPOSED SAN. M.H.				
— = PROPOSED GRADES	— = PROPOSED FIRST FLOOR ELEV.	— = PROPOSED TOP OF CURB ELEV.	— = PROPOSED TOP OF GROUND ELEV.	— = PROPOSED TOP OF PAVT ELEV.	— = PROPOSED TOP OF WALK ELEV.	⊙ = DENOTES S.E.S.C. KEYING SYSTEM

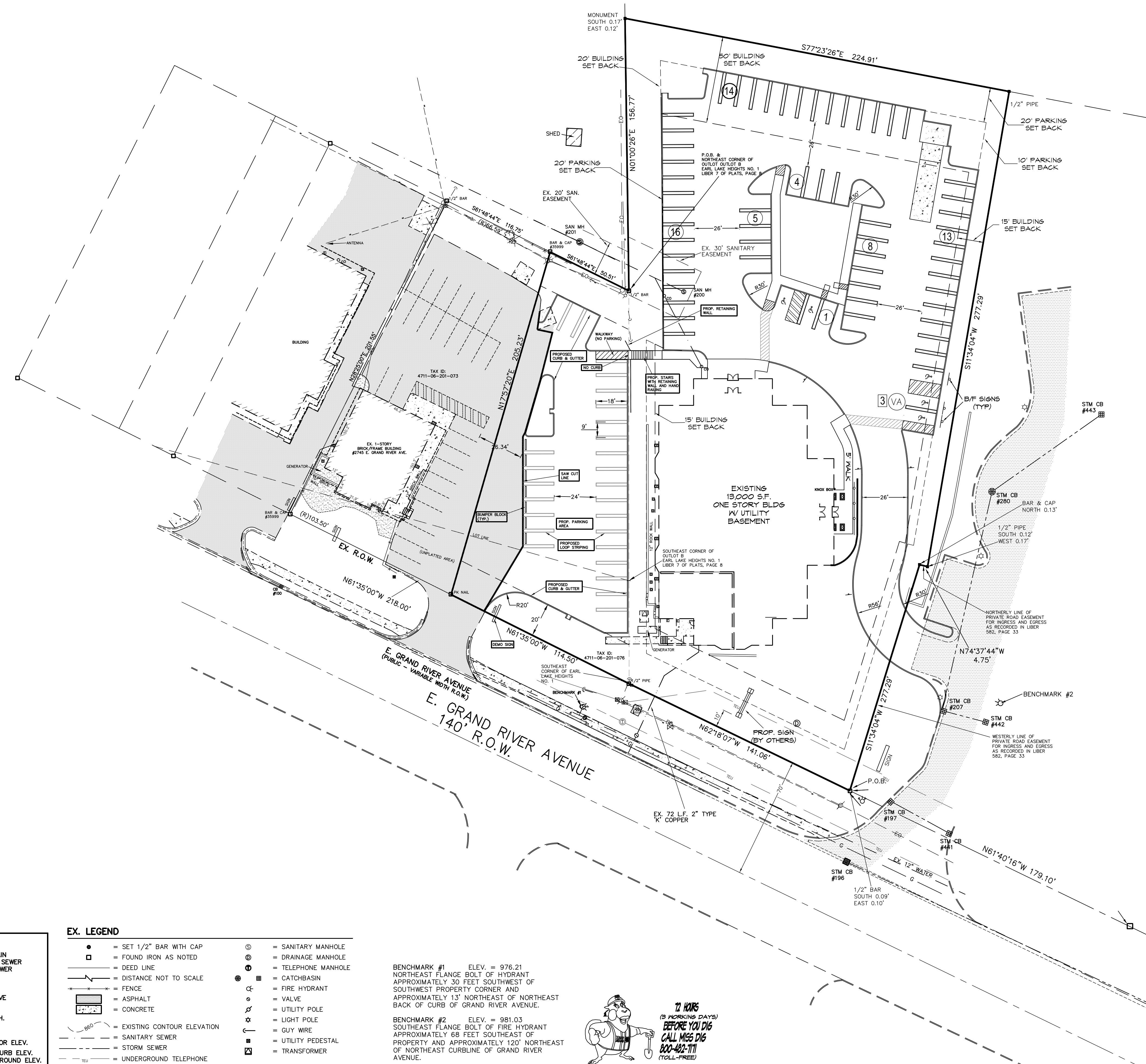
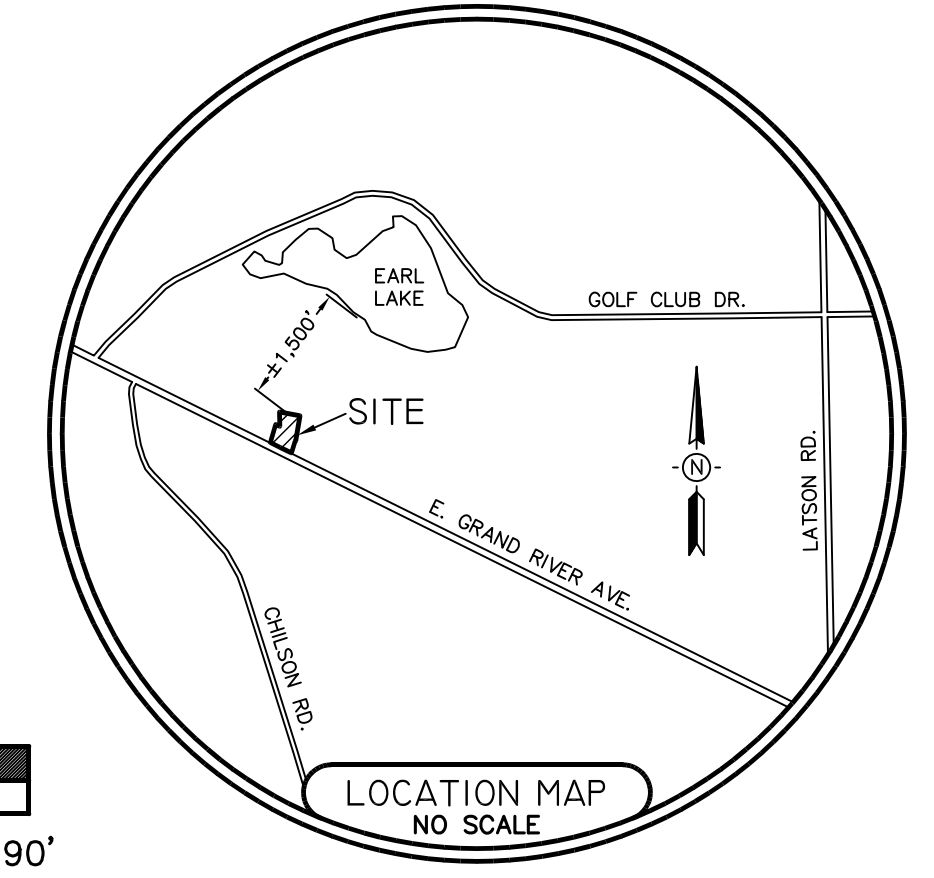
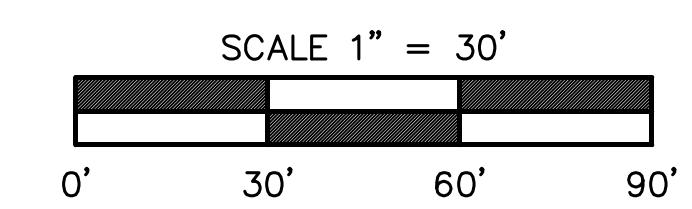
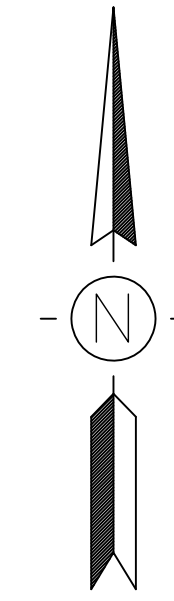


- 1 DENOTES NUMBER OF B/F SPACES
- VA DENOTES VAN ACCESS B/F SPACES
- 0 DENOTES PROPOSED NUMBER OF 9' x 18' PARKING SPACES

	KEBS, INC. KYES ENGINEERING BRYAN LAND SURVEYS 2116 HASLETT ROAD, HASLETT, MI 48840 PH. 517-339-1014 FAX. 517-339-8047 Marshall Office Ph. 269-781-9800
	2765 E. Grand River Ave. SITE PLAN
SCALE: 1" = 20' DATE: 2-9-21 AUTHORIZED BY: Howell Family Dentist	DESIGNER: PROJECT MGR. GAP APPROVED BY: GAP SHEET 3 OF 7 JOB #: 97256

2765 E. Grand River Ave.

COUNTY OF LIVINGSTON, TOWNSHIP OF GENOA, MICHIGAN



OVERALL LEGAL DESCRIPTION (COMBINED)

A parcel of land in the Northeast fractional 1/4 of Section 6 and part of Outlot B, Earl Lake Heights No. 1, Genoa Township, Livingston County, Michigan, as recorded in Liber 7 of Plats, Page 8, Livingston County Records, the surveyed boundary of said parcel described as: Commencing at the East 1/4 corner of said Section 6; thence N00°38'02"E along the East line of said section 671.71 feet to the Northeastly right-of-way line of Grand River Avenue; thence N62°18'07"W along said Northeastly right-of-way line 1686.74 feet to the Westerly line of a 66-foot private road easement for ingress and egress as recorded in Liber 582, Page 33, Livingston County Records and the Point of Beginning; thence continuing N62°18'07"W along said Northeastly right-of-way line 141.06 feet; thence N61°35'00"W continuing along said Northeastly right-of-way line 114.50 feet; thence N17°57'20"E 205.23 feet to the Northeastly line of Outlot B of "Earl Lake Heights No. 1", as recorded in Liber 7 of Plats, Page 8, Livingston County Records; thence S61°48'44"E along said Northeastly line 50.51 feet to the East line of said Earl Lake Heights No. 1; thence N01°00'26"E along said East line 156.77 feet; thence S77°23'26"E 224.91 feet; thence S11°34'04"W 277.29 feet to the Northernly right-of-way line of said private road easement; thence N74°37'44"W along said line 4.75 feet to the Westerly right-of-way line of said private road easement; thence S18°58'30"W along said Westerly right-of-way line 136.07 feet to the point of beginning; containing 2.06 acres, more or less; said parcel subject to all easements and restrictions of record, if any.

TAX ID# 4711-06-201-076 (TO BE COMBINED WITH PARCEL # 4711-06-200-068 (SEE OVERALL DESCRIPTION, ABOVE))

EX. INVENTORY:

CATCH BASIN #196 RIM ELEV. = 973.19 12" CONC. SE INV. = 968.69	CATCH BASIN #197 RIM ELEV. = 974.63 12" CONC. SE INV. = 971.33	CATCH BASIN #207 RIM ELEV. = 977.74 12" CONC. NE INV. = 972.44 12" CONC. SW INV. = 972.34	CATCH BASIN #280 RIM ELEV. = 979.23 12" CONC. NE INV. = 973.51 12" CONC. SW INV. = 973.43	SANITARY MANHOLE #M4976 RIM ELEV. = 979.95 6" PVC SE INV. = 969.45 (REMOVE) 12" PVC NW INV. = 966.25	CATCH BASIN #440 RIM ELEV. = 967.61 12" CONC. NE INV. = 963.11 12" CONC. SW INV. = 963.26 12" CONC. NW INV. = 963.21
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LEGEND

	PROPOSED WATER MAIN
	PROPOSED SANITARY SEWER
	PROPOSED STORM SEWER
	PROPOSED HYDRANT
	PROPOSED GATE VALVE
	PROPOSED SAN. M.H.
	PROPOSED STORM M.H.
	PROPOSED C.B.
	PROPOSED GRADES
	PROPOSED FIRST FLOOR ELEV.
	PROPOSED TOP OF CURB ELEV.
	PROPOSED TOP OF GROUND ELEV.
	PROPOSED TOP OF PAVT ELEV.
	PROPOSED TOP OF WALK ELEV.
	DENOTES S.E.S.C. KEYING SYSTEM

EX. LEGEND

	SET 1/2" BAR WITH CAP		SANITARY MANHOLE
	FOUND IRON AS NOTED		DRAINAGE MANHOLE
	DEED LINE		TELEPHONE MANHOLE
	DISTANCE NOT TO SCALE		CATCHBASIN
	FENCE		FIRE HYDRANT
	ASPHALT		VALVE
	CONCRETE		UTILITY POLE
	EXISTING CONTOUR ELEVATION		LIGHT POLE
	SANITARY SEWER		GUY WIRE
	STORM SEWER		UTILITY PEDESTAL
	UNDERGROUND TELEPHONE		TRANSFORMER
	OVERHEAD WIRES		
	EDGE OF WOODS		

BENCHMARK #1 ELEV. = 976.21
NORTHEAST FLANGE BOLT OF HYDRANT APPROXIMATELY 30 FEET SOUTHWEST OF SOUTHWEST PROPERTY CORNER AND APPROXIMATELY 13' NORTHEAST OF NORTHEAST BACK OF CURB OF GRAND RIVER AVENUE.

BENCHMARK #2 ELEV. = 981.03
SOUTHEAST FLANGE BOLT OF FIRE HYDRANT APPROXIMATELY 68 FEET SOUTHEAST OF PROPERTY AND APPROXIMATELY 120' NORTHEAST OF NORTHEAST CURBLINE OF GRAND RIVER AVENUE.



<p>REVISIONS</p> <p>5-26-21 SITE PLAN REVISION</p>		<p>KEBS, INC. KYES ENGINEERING BRYAN LAND SURVEYS</p> <p>2116 HASLETT ROAD, HASLETT, MI 48840 PH. 517-339-1014 FAX. 517-339-8047</p> <p>Marshall Office Ph. 269-781-9800</p>	
<p>2765 E. Grand River Ave.</p> <p>OVERALL PARCEL PLAN</p>		<p>DESIGNER: GAP</p> <p>PROJECT MGR. GAP</p> <p>AUTHORIZED BY: Howell Family Dentist</p>	
<p>SCALE: 1" = 30'</p> <p>DATE: 5-24-21</p>	<p>APPROVED BY: GAP</p> <p>SHEET 4 OF 7</p> <p>JOB #: 97256</p>		

SURVEY#89814.BND

SOIL EROSION CONTROL NOTES:

- ALL SOIL EROSION CONTROL MEASURES SHALL BE CONSTRUCTED AND MAINTAINED IN ACCORDANCE WITH THE LIVINGSTON COUNTY DRAIN COMMISSION REQUIREMENTS AND PROJECT SPECIFICATIONS.
- THE PERMITTEES ARE OWNER, APPLICANT, CONTRACTOR AND RESPONSIBLE PERSON LISTED ON THE APPLICATION AND PERMIT. THE RESPONSIBLE PERSON (AS THE LEGAL REPRESENTATIVE OF EITHER THE APPLICANT OR THE OWNER AS INDICATED ON THE APPLICATION) IS RESPONSIBLE FOR ALL SITE ACTIVITY AND THE INSTALLATION AND MAINTENANCE OF ALL SESC MEASURES.
- ANY EROSION OR SEDIMENT FROM WORK ON THIS SITE SHALL BE CONTAINED ON THE SITE AND NOT BE ALLOWED TO COLLECT ON ANY OFF-SITE AREAS, OR IN WATERWAYS; WATERWAYS INCLUDE BOTH NATURAL AND MANMADE OPEN DITCHES, STREAMS, STORM DRAINS, LAKES AND PONDS.
- PERMITTEE SHALL APPLY TEMPORARY EROSION AND SEDIMENTATION CONTROL MEASURES AS REQUIRED AND AS DIRECTED ON THESE PLANS. ALL TEMPORARY SEDIMENT CONTROL MEASURES SHALL BE INSTALLED PRIOR TO OR AT COMMENCEMENT OF CONSTRUCTION ACTIVITY. HE SHALL REMOVE TEMPORARY MEASURES AS SOON AS PERMANENT STABILIZATION OF SLOPES, DITCHES AND OTHER EARTH CHANGES HAVE BEEN ESTABLISHED.
- A MINIMUM 50' BY 20' WIDE, 6" DEEP CLEAN STONE EXIT SHALL BE PROVIDED AT ALL CONSTRUCTION ENTRANCES. SHOULD THE STONE BECOME LESS EFFICIENT IT SHALL BE REPLACED. ALL CONSTRUCTION TRAFFIC WILL USE THE CLEAN STONE EXITS.
- DUST CONTROL WILL BE EXERCISED AT ALL TIMES WITHIN THE PROJECT BY THE CONTRACTORS. SPRINKLING TANK TRUCKS SHALL BE AVAILABLE AT ALL TIMES TO BE USED ON HAUL ROUTES OR OTHER PLACES WHERE DUST BECOMES A PROBLEM.
- SEDIMENT @ C.B.'s SHALL BE REMOVED AFTER EVERY STORM. SEEDING OF EXPOSED AREAS SHALL BE COMPLETED WITHIN 5 DAYS OF FINAL GRADING.
- ALL DISTURBED AREAS WILL RECEIVE PERMANENT EROSION CONTROL WITHIN 5 DAYS OF FINAL GRADING. AREAS NOT STABILIZED SHALL BE DIVERTED TOWARD RETENTION/SEDIMENT BASINS.
- ANY CONSTRUCTION ACCESS ROAD WILL BE PROTECTED WITH CRUSHED STONE OR CRUSHED CONCRETE, AGGREGATE SIZE 1"-2".
- WEATHER AND UNFORESEEN DELAYS MAY RESULT IN EXTENSION OF CONSTRUCTION SCHEDULE.
- SITE DEVELOPMENT PERMITTEES SHALL INSPECT SOIL EROSION CONTROL MEASURES ON A DAILY BASIS, MORE OFTEN IF NECESSARY. ANY NEEDED REPAIRS SHALL BE PROMPTLY MADE.
- SITE DEVELOPMENT PERMITTEES SHALL MEET WITH SOIL EROSION ENFORCEMENT OFFICER PRIOR TO START OF WORK.
- ALL DISTURBANCE SHALL BE KEPT AT LEAST 25' FROM WATER FEATURES LEAVING AN UNDISTURBED VEGETATION BUFFER, UNLESS ADDITIONAL SESC MEASURES ARE PROPOSED AND APPROVED BY L.C.D.C.
- EACH DISTURBANCE ADJACENT TO WETLANDS, INLAND STREAMS & LAKES, OR ADJACENT TO SLOPES GREATER THAN 8% SHALL BE TOPSOILED, SEED, AND EROSION CONTROL MATTING APPROPRIATE FOR THE SLOPE CONDITIONS INSTALLED, WITHIN 5 DAYS OF FINAL GRADING OR FINAL ACTIVITY OF THOSE AREAS.
- STOCK PILE AREAS SHALL BE LOCATED GREATER THAN 25' FROM WETLANDS & INLAND STREAMS & LAKES, AND AT LEAST 25' FROM PROPERTY LINES.

SEQUENCE OF CONSTRUCTION

- INSTALL ALL TEMPORARY SILT FENCE (36" HEIGHT IS REQUIRED) PER PLAN AND AS SHOWN ON DETAIL.
- CONSTRUCT THE TEMPORARY GRAVEL CONSTRUCTION ENTRANCE/EXIT PER DETAIL THIS SHEET OFF OF ADJACENT PARKING LOT
- INSTALL INLET PROTECTION FABRIC DROPS BETWEEN THE FRAME AND COVER OF ALL EXISTING YARD BASINS OR INLETS WHICH MAY BE SUSCEPTIBLE TO SEDIMENT EROSION FROM THE PROPOSED CONSTRUCTION AS SHOWN IN THESE PLANS.
- WHILE MAINTAINING A VEGETATIVE BUFFER WHENEVER POSSIBLE STRIP AND STOCKPILE TOPSOIL ABOVE AREAS OF PROPOSED EXCAVATION OR GRADING FOR LATER USE ON SITE PLACE STOCKPILED TOPSOIL IN AREAS WHICH ARE NEITHER SUBJECT TO HIGH RUNOFF NOR ALONG STEEP SLOPES SEED AND MULCH STOCKPILES IMMEDIATELY TO PREVENT WIND BLOWN SEDIMENT POLLUTION AND EXCESSIVE DUST.
- EXCAVATE FOR PROPOSED ROAD AND UTILITY CONSTRUCTION AS NECESSARY. DO NOT EXPOSE AREAS FAR IN ADVANCE OF THE PROPOSED CONSTRUCTION FOR THAT AREA. ROUGHEN AND SCARIFY EXPOSED SURFACES TO REDUCE RUNOFF VELOCITY AND SEDIMENTATION. MAINTAIN VEGETATION WHENEVER POSSIBLE TO PROVIDE A NATURAL BUFFER.
- AFTER COMPLETION OF THE PROPOSED UTILITIES, INSTALL INLET PROTECTION FABRIC DROPS IN, IN ALL INLETS. PLACE INLET PROTECTION FENCE AROUND ALL INLETS.
- INSTALL TEMPORARY STONE FILTER BERMS PERPENDICULAR TO EXPOSED STEEP SLOPES AS NECESSARY ALONG THE PROPOSED STREETS TO REDUCE RUNOFF VELOCITY AND SEDIMENTATION.
- TOPSOIL, SEED, FERTILIZE AND MULCH ALL EXPOSED AREAS AS SOON AS FEASIBLE TO PROTECT AND RESTORE PERMANENT VEGETATION.
- WATER EXPOSED GROUND REGULARLY TO CONTROL AIRBORNE PARTICULATE MATTER.
- THE SOIL EROSION PERMITTEE IS RESPONSIBLE FOR ENSURING THAT ALL PERMANENT AND TEMPORARY SOIL EROSION AND SEDIMENTATION CONTROL MEASURES THROUGHOUT THE ENTIRE CONSTRUCTION PROCESS ARE INSTALLED CORRECTLY AND MAINTAINED UNTIL PERMANENT VEGETATION IS REESTABLISHED IN ALL EXPOSED AREAS.
- THE SITE WILL BE PERIODICALLY INSPECTED BY THE LIVINGSTON COUNTY DRAIN OFFICE. THE PERMITTEES SHALL BECOME FAMILIAR WITH THE RULES AND REGULATIONS OF THAT OFFICE
- UPON FINAL APPROVED INSPECTION OF THE COMPLETED CONSTRUCTION BY ALL REVIEWING AGENCIES, THE CONTRACTOR SHALL REMOVE ALL TEMPORARY SOIL EROSION AND SEDIMENTATION CONTROL MEASURES.

SOIL TYPE:
MoB - Wawasee Loam, 2-6 % slopes

TOTAL ACRES = 0.38 ACRES
AREA DISTURBED = ±0.40 ACRES

Denotes existing drainage flow

—○— SILT FENCE (TYP.)
(ALL SILT FENCE MUST BE 36" HEIGHT)

--- LIMITS OF EARTH DISTURBANCE (TYP.)

NOTE: STORM WATER RUNOFF FROM THIS SITE WILL NOT ADVERSELY AFFECT ADJACENT PROPERTIES.

NOTE: ANY STOCKPILING OF SOIL SHALL BE SURROUNDED BY SILT FENCE, SEEDING IF LEFT OVER 30 DAYS.

BENCHMARKS

BENCHMARK #1 ELEV. = 976.21 (NAVD88)
NORTHEAST FLANGE BOLT OF HYDRANT APPROXIMATELY 30 FEET SOUTHWEST OF SOUTHEAST PROPERTY CORNER AND APPROXIMATELY 13' NORTHEAST OF NORTHEAST BACK OF CURB OF GRAND RIVER AVENUE.

BENCHMARK #2 ELEV. = 981.03 (NAVD88)
SOUTHEAST FLANGE BOLT OF FIRE HYDRANT APPROXIMATELY 55 FEET SOUTHWEST SOUTHWEST CORNER OF "ADVANCE AUTO PARTS"

EX. LEGEND

- | | |
|--|---------------------------|
| (M) = MEASURED DIMENSION | ⊙ = SANITARY MANHOLE |
| (R) = RECORDED DIMENSION | ⊙ = DRAINAGE MANHOLE |
| ● = SET 1/2" BAR WITH CAP UNLESS NOTED | ⊙ = ELECTRIC MANHOLE |
| □ = FOUND IRON AS NOTED | ⊙ = TELEPHONE MANHOLE |
| —○— = DEED LINE | ⊙ = CATCH BASIN |
| —○— = DISTANCE NOT TO SCALE | ⊙ = CLEANOUT |
| —○— = FENCE | ⊙ = FIRE HYDRANT |
| —○— = ASPHALT | ⊙ = VALVE |
| —○— = CONCRETE | ⊙ = UTILITY POLE |
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| —○— = DECIDUOUS TREE | ⊙ = GAS METER |
| | ⊙ = WATER METER |
| | ⊙ = SIGN |
| | ⊙ = POST |
| | ⊙ = AIR CONDITIONING UNIT |

EX. SEWER INVENTORIES

- CATCH BASIN #100
RIM - 973.91
12" RCP NW - 969.81
- SANITARY MANHOLE #200
RIM - 983.66
8" PVC SE - 966.41
8" PVC NW - 968.20
- SANITARY MANHOLE #201
RIM - 979.98
8" PVC SE - 966.41
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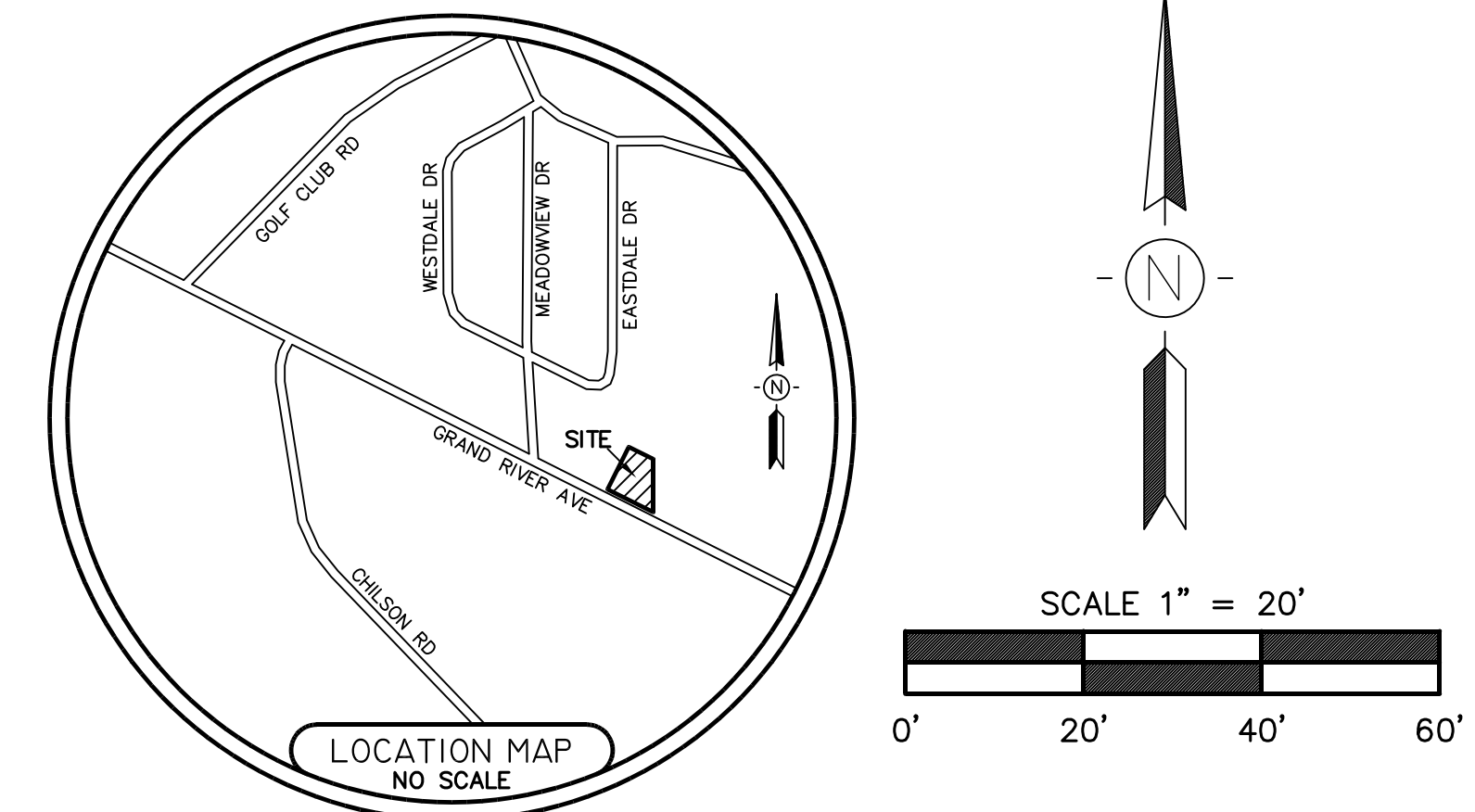
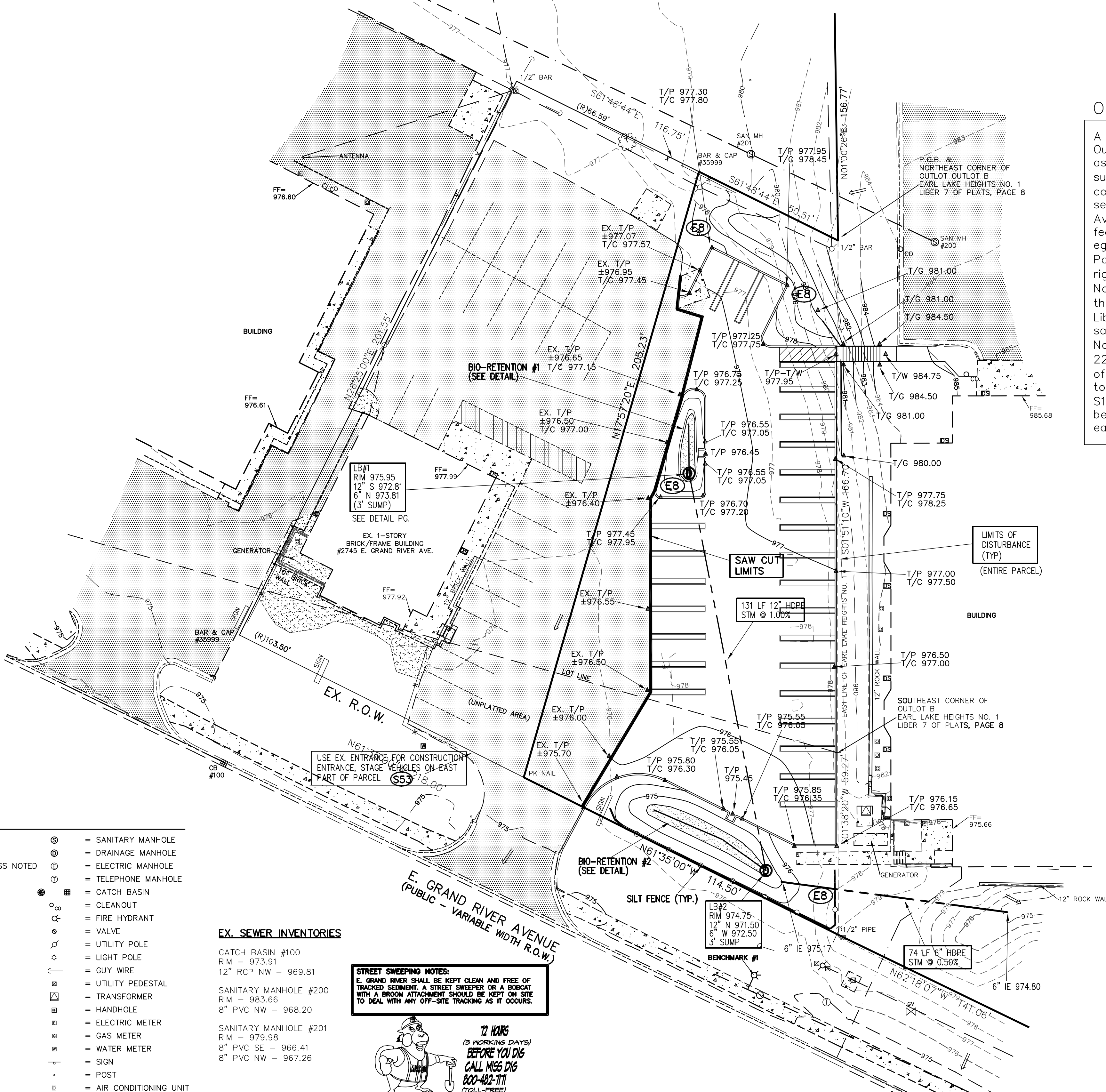
STREET SWEEPING NOTES:
E. GRAND RIVER SHALL BE KEPT CLEAN AND FREE OF TRACKED SEDIMENT. A STREET SWEEPER OR A BOGART WITH A BROOM ATTACHMENT SHOULD BE KEPT ON SITE TO DEAL WITH ANY OFF-SITE TRACKING AS IT OCCURS.



2765 E. Grand River Ave.

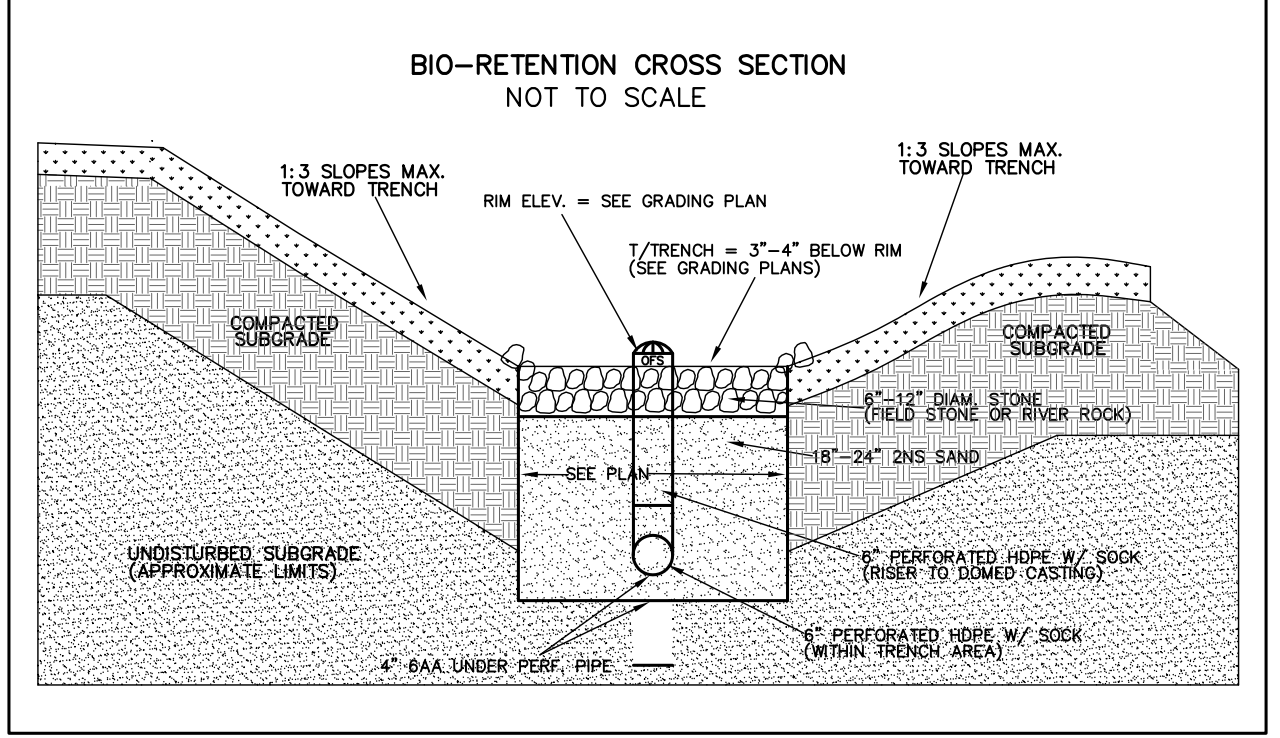
COUNTY OF LIVINGSTON, TOWNSHIP OF GENOA, MICHIGAN

CONSTRUCTION SCHEDULE & SEQUENCING	2021											
	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER
PLACE AND MAINTAIN TEMPORARY EROSION CONTROLS												
TOPSOIL STRIPPING & STOCKPILING												
ON-SITE UTILITIES CONSTRUCTION												
SITE GRADING & EARTHWORK												
ROAD CONSTRUCTION												
TOPSOIL SPREADING												
PERMANENT SEEDING												
FINAL INSPECTIONS & REMOVE TEMPORARY EROSION CONTROLS												



OVERALL LEGAL DESCRIPTION (COMBINED)

A parcel of land in the Northeast fractional 1/4 of Section 6 and part of Outlot B, Earl Lake Heights No. 1, Genoa Township, Livingston County, Michigan, as recorded in Liber 7 of Plats, Page 8, Livingston County Records, the surveyed boundary of said parcel described as: Commencing at the East 1/4 corner of said Section 6; thence N00°38'02"E along the East line of said section 671.71 feet to the Northeastly right-of-way line of Grand River Avenue; thence N62°18'07"W along said Northeastly right-of-way line 1686.74 feet to the Westery line of a 66-foot private road easement for ingress and egress as recorded in Liber 582, Page 33, Livingston County Records and the Point of Beginning; thence continuing N62°18'07"W along said Northeastly right-of-way line 141.06 feet; thence N61°35'00"W continuing along said Northeastly right-of-way line 114.50 feet; thence N17°57'20"E 205.23 feet to the Northeastly line of Outlot B of "Earl Lake Heights No. 1", as recorded in Liber 7 of Plats, Page 8, Livingston County Records; thence S61°48'44"E along said Northeastly line 50.51 feet to the East line of said Earl Lake Heights No. 1; thence N01°00'26"E along said East line 156.77 feet; thence S77°23'26"E 224.91 feet; thence S11°34'04"W 277.29 feet to the Northerly right-of-way line of said private road easement; thence N74°37'44"W along said line 4.75 feet to the Westery right-of-way line of said private road easement; thence S18°58'30"W along said Westery right-of-way line 136.07 feet to the point of beginning; containing 2.06 acres, more or less; said parcel subject to all easements and restrictions of record, if any.



MICHIGAN DEPARTMENT OF MANAGEMENT AND BUDGET
S-E-S-C KEYING SYSTEM

KEY	BEST MANAGEMENT PRACTICES	SYMBOL	WHERE USED
E8	PERMANENT SEEDING		Stabilization method utilized on sites where earth change has been completed (final grading attained).
E9	MULCH BLANKET		On exposed slopes, newly seeded areas, new ditch bottoms, or areas subject to erosion.
S51	SILT FENCE		Use adjacent to critical areas, to prevent sediment laden sheet flow from entering these areas.
S53	STABILIZED CONSTRUCTION ACCESS		Used at every point where construction traffic enters or leaves a construction site.

STATE OF MICHIGAN
GREGORY A. PETRU
ENGINEER NO. 50958
MICHIGAN PROFESSIONAL ENGINEER

KEBS, INC. KYES ENGINEERING
BRYAN LAND SURVEYS
2116 HASLETT ROAD, HASLETT, MI 48840
PH. 517-339-1014 FAX. 517-339-8047
Marshall Office
Ph. 269-781-9800

2765 E. Grand River Ave.
GRADING & SESC PLAN

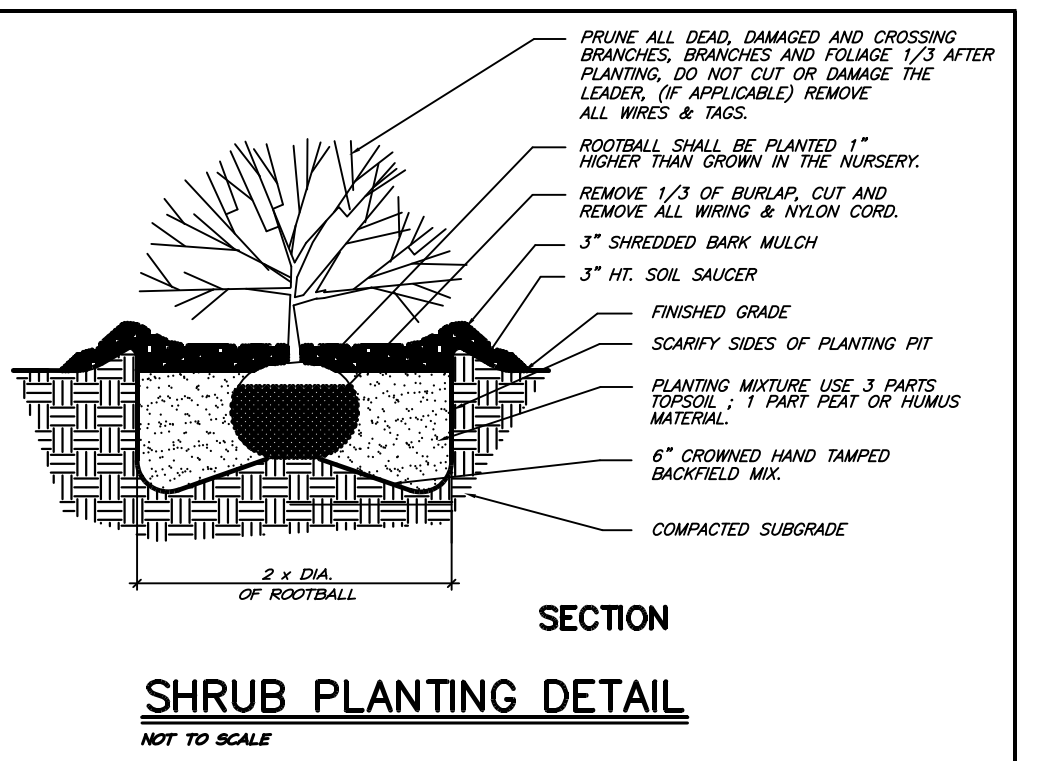
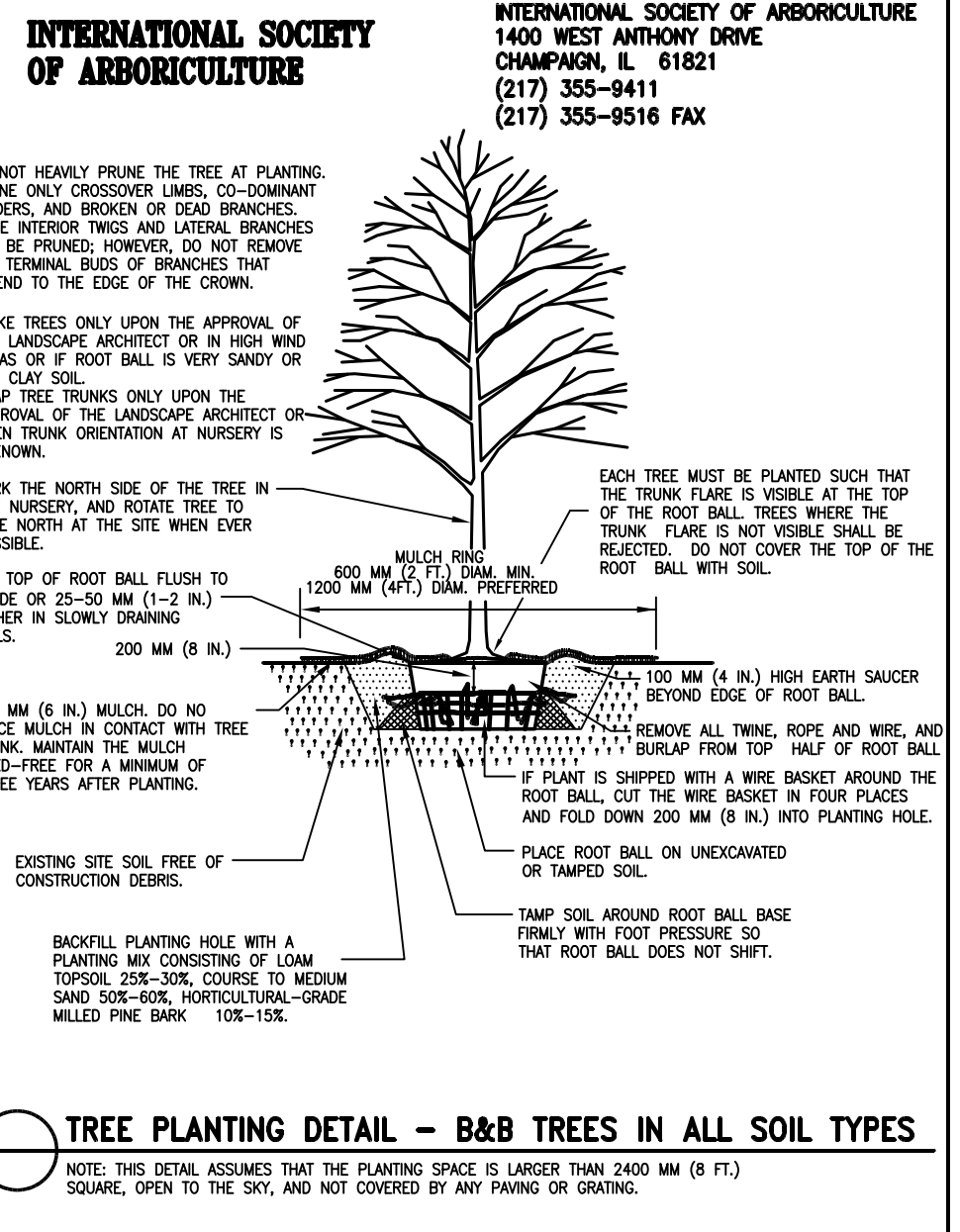
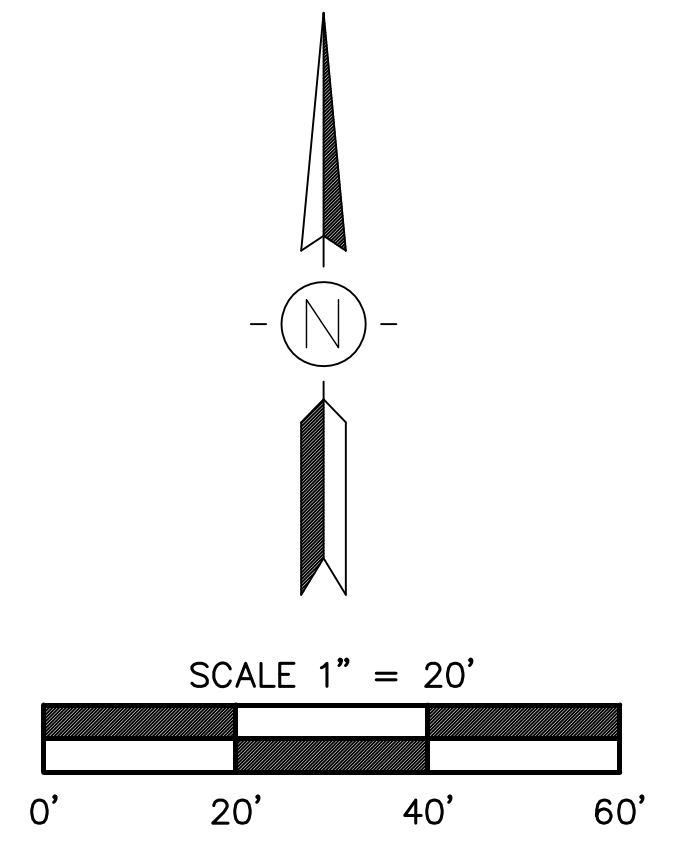
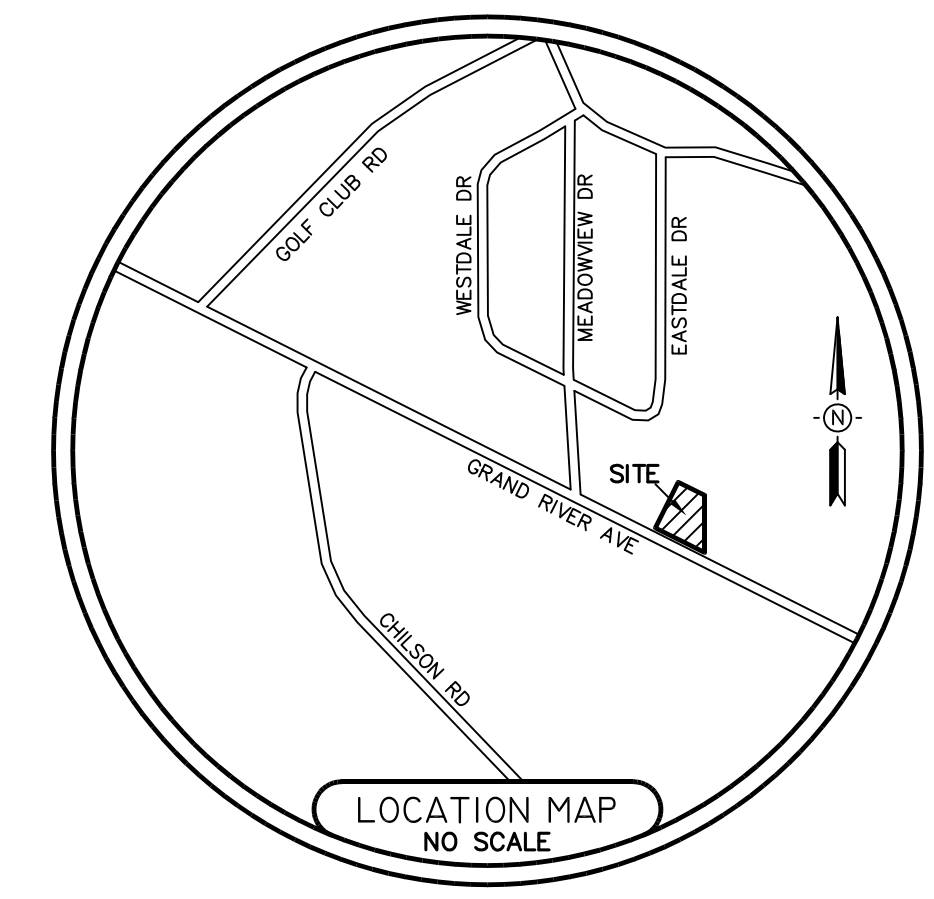
DESIGNER: GAP APPROVED BY: GAP
PROJECT MGR. SHEET 5 OF 7
DATE: 2-9-21
AUTHORIZED BY: Howell Family Dentist
JOB #: 97256

REVISIONS
2-26-21 SITE PLAN OWNER REVIEW
4-12-21 SITE PLAN SUBMITTAL
5-26-21 SITE PLAN REVISION

SCALE: 1" = 20'
DATE: 2-9-21
AUTHORIZED BY: Howell Family Dentist

2765 E. Grand River Ave.

COUNTY OF LIVINGSTON, TOWNSHIP OF GENOA, MICHIGAN



REQUIRES GREENBELT PLANTINGS (@ 40 LF):
= (1) DECIDUOUS SHADE TREE PER 40 LF OF R.O.W.
= 114.5 LF/40 LF = 2.86 = 3 REQUIRED

REQUIRES 'B' BUFFER AT NORTH:
= 3' BERM (SITE SLOPES UP 5 FEET IN BACK)
= 2 CANOPY TREES, 2 EVERGREEN TREES, 7 SHRUBS

PLANT LIST SCHEDULE

QUANT.	SYMBOL	COMMON NAME	BOTANICAL NAME	SIZE	ROOT
CANOPY					
3	AR	RED SUNSET MAPLE	ACER RUBRUM "RED SUNSET"	2.5" CAL.	B & B
2	PR	CHANTICLEER PEAR	PYRUS CALLERYANA	2.5" CAL.	B & B
3	TG	GREENSPIRE LITTLELEAF LINDEN	TILIA TOMENTOSA 'GREENSPIRE'	2.5" CAL.	B & B
SHRUBS					
7	BM	LITTLELEAF BOXWOOD	BUXUS MICROPHYLLA 'WINTER GEM'	24"-36" HT.	CONT.
EVERGREEN					
2	JV	EASTERN RED CEDAR	JUNIPERUS VIRGINIANA	5'	B & B

BENCHMARKS

BENCHMARK #1 ELEV. = 976.21 (NAVD88)
NORTHEAST FLANGE BOLT OF HYDRANT
APPROXIMATELY 30 FEET SOUTHWEST OF SOUTHEAST PROPERTY CORNER AND APPROXIMATELY 13' NORTHEAST OF NORTHEAST BACK OF CURB OF GRAND RIVER AVENUE.

BENCHMARK #2 ELEV. = 981.03 (NAVD88)
SOUTHEAST FLANGE BOLT OF FIRE HYDRANT
APPROXIMATELY 55 FEET SOUTHWEST SOUTHWEST CORNER OF "ADVANCE AUTO PARTS"

EX. LEGEND

(M)	= MEASURED DIMENSION	⊙	= SANITARY MANHOLE
(R)	= RECORDED DIMENSION	⊕	= DRAINAGE MANHOLE
●	= SET 1/2" BAR WITH CAP UNLESS NOTED	⊖	= ELECTRIC MANHOLE
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—	= EXISTING SPOT ELEVATION	⊙	= GUY WIRE
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—	= BUILDING OVERHANG	⊙	= TRANSFORMER
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—	= DECIDUOUS TREE	⊙	= ELECTRIC METER
		⊙	= GAS METER
		⊙	= WATER METER
		⊙	= SIGN
		⊙	= POST
		⊙	= AIR CONDITIONING UNIT

EX. SEWER INVENTORIES

CATCH BASIN #100
RIM - 973.91
12" RCP NW - 969.81

SANITARY MANHOLE #200
RIM - 983.66
8" PVC NW - 968.20

SANITARY MANHOLE #201
RIM - 979.98
8" PVC SE - 966.41
8" PVC NW - 967.26



- LANDSCAPE NOTES**
- INSTALL 3" X 12 GA. EDGING TO SEPARATE LAWN FROM PLANTING BED. (AROUND SHRUBS ONLY)
 - ALL PLANTING BEDS MUST HAVE WEED BARRIER AND BE COMPLETELY MULCHED WITH RIVER ROCK AND/OR HARD WOOD MULCH
 - ALL DISTURBED AREAS SHALL RECEIVE MIN. 4" OF SCREENED TOPSOIL & BE FREE OF WEEDS. HYDROSEEDING IS RECOMMENDED, APPLY AT A RATE OF 2 TO 3 LBS. PER 1,000 SQUARE FOOT, OR AS RECOMMENDED
 - CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UNDERGROUND UTILITIES, PIPES AND STRUCTURES, AS WELL AS THE LOCATION OF EXISTING TREES AND VEGETATION. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY COST INCURRED DUE TO DAMAGE/REMOVAL OF SAID ELEMENTS.
 - ANY DISCREPANCIES BETWEEN PLANS, NOTES, DETAILS AND EXISTING CONDITIONS SHALL BE IMMEDIATELY REPORTED TO THE OWNER'S AUTHORIZED REPRESENTATIVE FOR REVIEW AND DECISION. CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ALL REVISIONS DUE TO FAILURE TO GIVE SUCH NOTIFICATION.
 - CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE TO EXISTING MATERIALS/IMPROVEMENTS, DAMAGED DURING CONSTRUCTION.
 - CONTRACTOR SHALL VERIFY QUANTITIES SHOWN ON PLANT SCHEDULES AND THOSE INDICATED ON PLANS. CONTRACTOR IS RESPONSIBLE FOR INSTALLATION OF QUANTITIES DRAWN.
 - CONTRACTOR SHALL MAKE MINOR ADJUSTMENTS TO PLANT MATERIAL LOCATIONS IN FIELD, AS NECESSARY. THE LOCATION OF ALL PLANT MATERIAL SHALL BE SUBJECT TO APPROVAL BY THE OWNER'S AUTHORIZED REPRESENTATIVE.
 - ALL PLANT MATERIAL SHALL BE OF THE SIZES CALLED FOR IN THE PLANT SCHEDULES. ANY PLANT MATERIAL NOT MEETING THE SIZED AND/OR QUALITY AS CALLED FOR SHALL BE REMOVED FROM SITE. ALL TREES SHALL BE INSPECTED AND APPROVED BY THE OWNER'S AUTHORIZED REPRESENTATIVE. NO SUBSTITUTIONS OF PLANT MATERIAL SHALL BE MADE WITHOUT APPROVAL FROM THE OWNER'S AUTHORIZED REPRESENTATIVE.
 - ALL PROPOSED TREES OVER 2" CAL. SHALL BE GUYED/STAKED SECURE. SEE EVERGREEN TREE PLANTING/GUYING DETAIL, OR DECIDUOUS TREES PLANTING/STAKING DETAIL WHERE APPLICABLE.
 - ALL PLANTING BEDS TO BE TREATED WITH PRE-EMERGENT HERBICIDE. CONTRACTOR SHALL INSURE THAT PROPOSED PLANT MATERIAL IS RESISTANT TO THE HERBICIDE PROPERTIES AND THAT HERBICIDE APPLICATION FOLLOWS THE MANUFACTURER'S SPECIFICATIONS AND IS APPLIED IN ACCORDANCE WITH SOUND HORTICULTURAL PRACTICES.
 - CONTRACTOR SHALL DETERMINE APPROPRIATE PLANTING BACKFILL MIXES (BASED ON SOILS/SUBSURFACE CONDITIONS) AND REVIEW ALTERNATIVES WITH OWNER'S AUTHORIZED REPRESENTATIVE PRIOR TO INSTALLATION.
- SITE IS TO BE IRRIGATED. LANDSCAPE CONTRACTOR TO PROVIDE IRRIGATION PLAN FOR SITE. LANDSCAPE WATER METER SHALL BE PROVIDED AT THE BUILDING.

LEGEND

—	PROPOSED WATER MAIN
—	PROPOSED SANITARY SEWER
—	PROPOSED STORM SEWER
⊙	PROPOSED HYDRANT
⊙	PROPOSED GATE VALVE
⊙	PROPOSED SAN. M.H.
⊙	PROPOSED STORM M.H.
⊙	PROPOSED C.B.
⊙	PROPOSED GRADES
⊙	PROPOSED FIRST FLOOR ELEV.
⊙	PROPOSED TOP OF CURB ELEV.
⊙	PROPOSED TOP OF GROUND ELEV.
⊙	PROPOSED TOP OF PAVT ELEV.
⊙	PROPOSED TOP OF WALK ELEV.
⊙	DENOTES S.E.S.C. KEYING SYSTEM

REVISIONS

2-26-21	SITE PLAN OWNER REVIEW
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2765 E. Grand River Ave.
LANDSCAPE PLAN

SCALE: 1" = 20' DESIGNER: APPROVED BY:
DATE: 2-9-21 PROJECT MGR. GAP SHEET 6 OF 7
AUTHORIZED BY: Howell Family Dentist JOB #: 97256

STATE OF MICHIGAN
GREGORY A. PETRU
ENGINEER NO. 50958
LICENSED PROFESSIONAL ENGINEER

SURVEY#97256.TOP

(E8) PERMANENT SEEDING SPECIFICATIONS

- When**
- To finalize stabilization of temporary seeding areas or when an area needs permanent stabilization following completion of construction. Also used when vegetative establishment can correct existing soil erosion or sedimentation problem.
 - Within 5 days of final grade.
- Why**
- To stabilize soil and prevent or reduce soil erosion/sedimentation problems from developing.
- Where**
- Used on construction and earth change sites which require permanent vegetative stabilization.
- How**
- Review SESG plan and construction phasing to identify areas in need of permanent vegetative stabilization.
 - Select perennial grass and ground cover for permanent cover.
 - Seed mixes vary. However, they should contain native species.
 - Seed mixes should be selected through consultation with a certified seed provider and with consideration of soil type, light, moisture, use applications, and native species content.
 - Soil tests should be performed to determine the nutrient and pH levels in the soil. The pH may need to be adjusted to between 6.5 and 7.0.
 - Prepare a 3-5" deep seedbed, with the top 3-4" consisting of topsoil.
 - Slopes steeper than 1:3 should be roughened.
 - Apply seed as soon as possible after seedbed preparation. Seed may be broadcast by hand, hydroseeding, or by using mechanical drills.
 - Mulch immediately after seeding.
 - Dormant seed mixes are for use after the growing season, using seed which lies dormant in the winter and begins growing as soon as site conditions become favorable.



PERMANENT SEEDING SPECIFICATIONS (E8)

- How (cont.)**
- Protect seeded areas from pedestrian or vehicular traffic.
 - Divert concentrated flows away from the seeded area until vegetation is established.
- Maintenance**
- Inspect weekly and within 24 hours following each rain event in the first few months following installation to be sure seed has germinated and permanent vegetative cover is being established.
 - Add supplemental seed as necessary.
- Limitations**
- Seeds need adequate time to establish.
 - May not be appropriate in areas with frequent traffic.
 - Seeded areas may require irrigation during dry periods.
 - Seeding success is site specific, consider mulching or sodding when necessary.

PERMANENT SEEDING SPECIFICATION
 SEED ALL DISTURBED AREAS WITH THE FOLLOWING SEED MIXTURE OR APPROVED EQUAL. MICHIGAN GREEN - 15% BLUEGRASS, 40% FESCUE, 45% RYEGRASS. APPLY AT A RATE OF 5 LBS./1000 SF OR 210 LBS./ACRE.

—APPLY SILT STOP OR APPROVED TACKIFIER TO SEED MIX.



(E8) PERMANENT SEEDING

Planting Zones:	Lower Peninsula (South of 42°N)	Lower Peninsula (North of 42°N)	Upper Peninsula Zone 3
Seeding Window Permanent Seeding	4/15 - 10/10	5/1 - 10/1	5/1 - 9/20
Seeding Window Dormant Seeding*	11/15 - Freeze	11/01 - Freeze	11/01 - Freeze

Source: Adapted from MDOT Interim 2003 Standard Specifications for Construction

	Zone 1 Lower Peninsula (South of 42°N)			Zone 2 Lower Peninsula (North of 42°N)			Zone 3 Upper Peninsula		
	Seeding Dates (with Irrigation or Mulch)	4/1 - 8/1	5/1 - 9/20	5/1 - 9/10	Seeding Dates (w/o Irrigation or Mulch)	4/1 - 5/20 or 8/10 - 10/1	5/1 - 6/10 or 8/1 - 9/20	5/1 - 6/15 or 8/1 - 9/20	
Dormant Seeding Dates	11/1 - Freeze	10/25 - Freeze	10/25 - Freeze						

Source: Adapted from USDA NRCS Technical Guide #342 (1999)

* Dormant seeding is for use in the late fall after the soil temperature remains consistently below 50°F, prior to the ground freezing. This practice is appropriate if construction on a site is completed in the fall but the seed was not planted prior to recommended seeding dates. No seed germination will take place until spring. A cool season annual grass may be added in an attempt to have some fall growth.

- Mulch must be used with dormant seed.
- Do not seed when the ground is frozen or snow covered.
- Do not use a dormant seed mix on grassed waterways.



Specifications

EPA: 1.01 ft² (0.094 m²)

Length: 33" (841 mm)

Width: 1.5" (38 mm)

Height H1: 7.1/2" (181 mm)

Height H2: 3.1/2" (91 mm)

Weight (max): 27 lbs (12.3 kg)

Introduction

The modern styling of the D-Series is striking yet unobtrusive - making a bold, progressive statement even as it blends seamlessly with its environment. The D-Series distills the benefits of the latest in LED technology into a high performance, high efficacy, long-life luminaire.

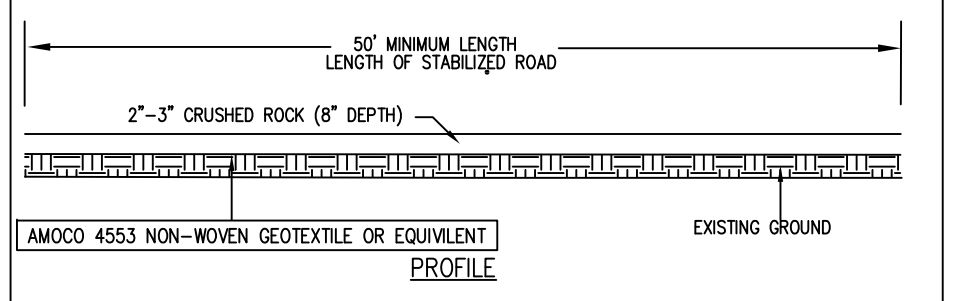
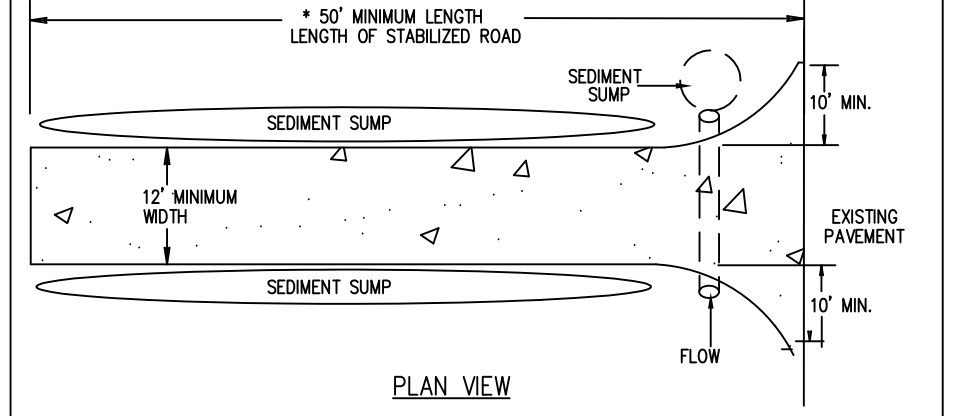
The outstanding photometric performance results in sites with excellent uniformity, greater pole spacing and lower power density. It is ideal for replacing up to 750W metal halide in pedestrian and area lighting applications with typical energy savings of 65% and expected service life of over 100,000 hours.

Ordering Information

EXAMPLE: DSX1 LED P7 40K 3M MVOLT SPTA NLTAIR2 PIRHN DDBX

DSX1 LED	Forward optics	30K	3000K	E15	Type I (not recommended)	TSVS	Type V (very short)	MVOLT	1	Shipped Included
P7	P7	40K	4000K	E15	Type I (not recommended)	TSVS	Type V (very short)	3000	1	SPTA
P7	P7	40K	4000K	E15	Type I (not recommended)	TSVS	Type V (very short)	3000	1	SPTA
P7	P7	40K	4000K	E15	Type I (not recommended)	TSVS	Type V (very short)	3000	1	SPTA
P7	P7	40K	4000K	E15	Type I (not recommended)	TSVS	Type V (very short)	3000	1	SPTA

(S53) STABILIZED CONSTRUCTION ACCESS



- NOTES:**
- Establish stabilized construction entrance prior to the initiation of site construction activities.
 - Care should be taken to prevent material movement into adjacent wetlands/waterbodies.
 - Care should be taken to maintain existing roadside drainage via culvert installation, with sediment sump placed downflow of culvert.



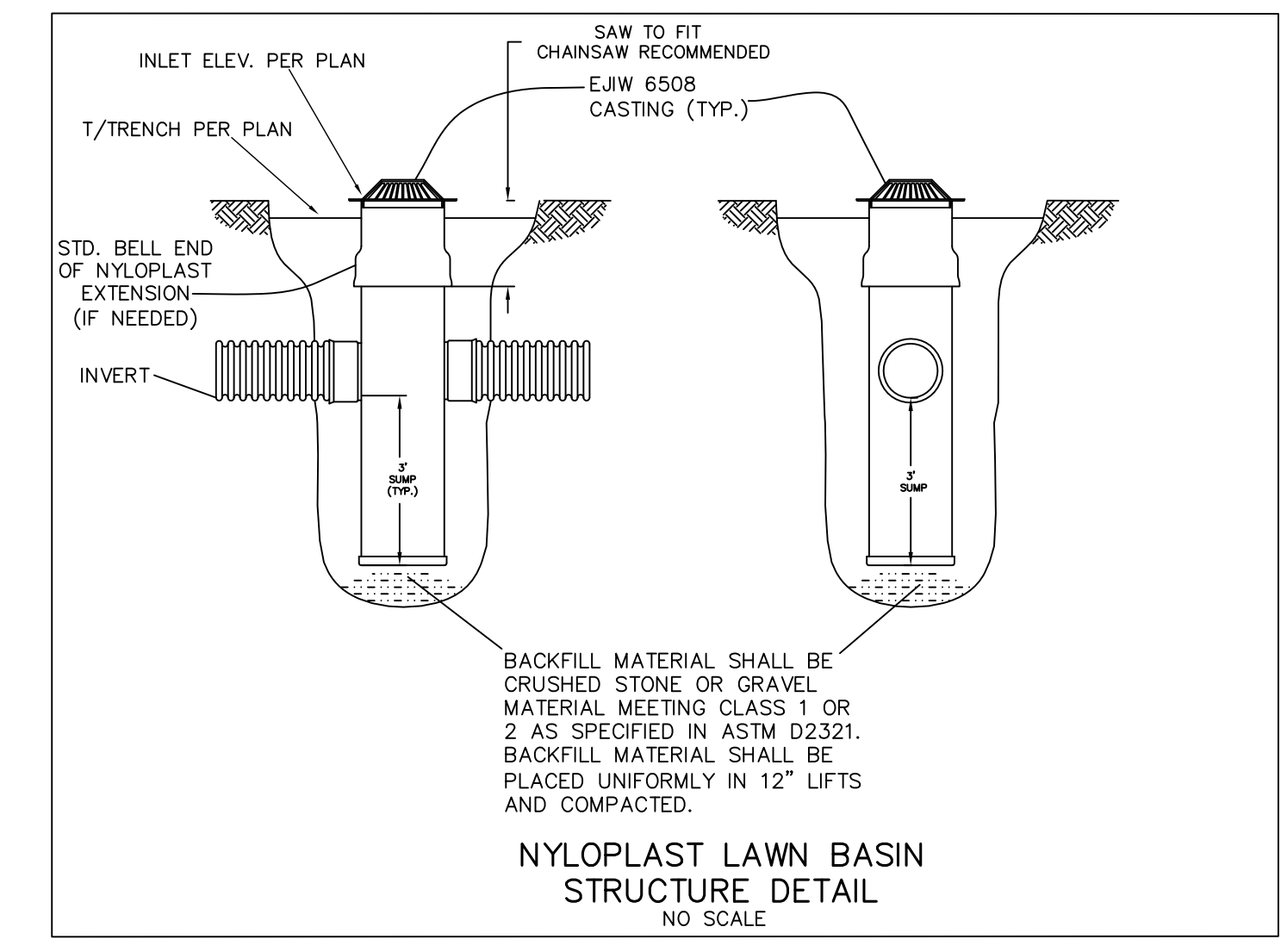
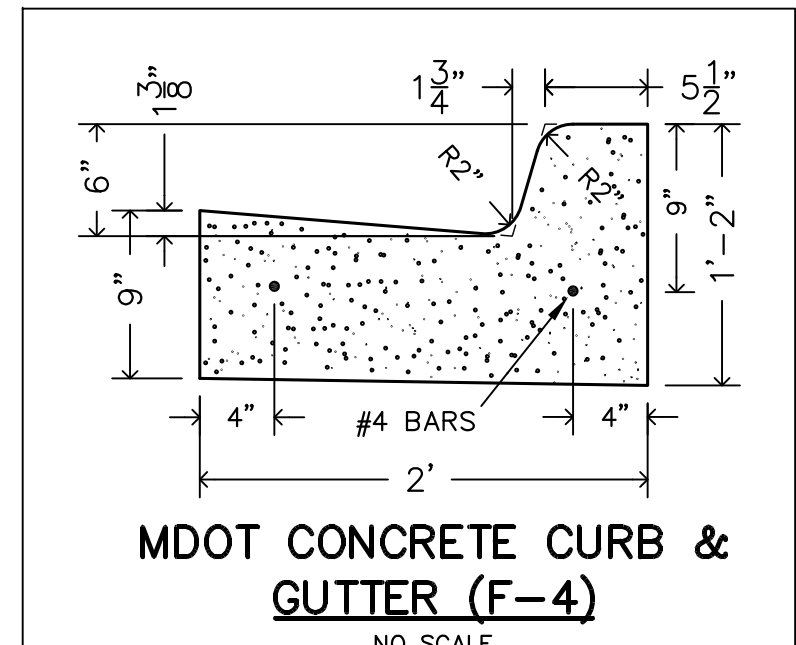
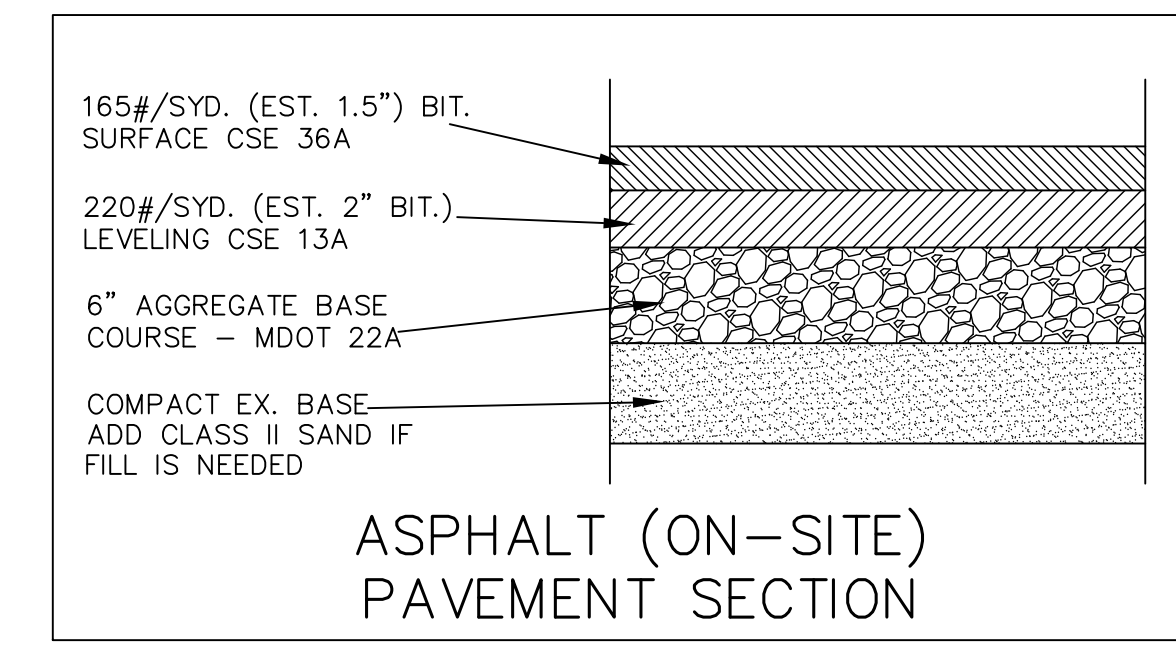
STABILIZED CONSTRUCTION ACCESS SPECIFICATIONS (S53)

- Maintenance (cont.)**
- Sediment deposited on public rights-of-way shall be removed immediately and returned to the construction site.
 - If soils are such that washing of tires is required, it shall be done in a wash rock area, stabilized with stone, immediately prior to the construction access stabilized corridor.
- Limitations**
- At the project completion, rock access road should be removed and disposed of unless utilized as subgrade for final road.
 - Effectiveness limited, sediments may be tracked onto roads requiring additional action.



STABILIZED CONSTRUCTION ACCESS SPECIFICATIONS (S53)

- When**
- Construction traffic is expected to leave a construction site.
 - Stabilization of interior construction roads is desired.
- Why**
- To minimize tracking of sediment onto public roadways and to minimize disturbance of vegetation.
- Where**
- Stabilized construction entrances shall be located at every point where construction traffic enters or leaves a construction site. Vehicles leaving the site must be routed over the rock ingress/egress corridor.
- How**
- Stabilized construction access road should be established at the onset of the construction activities and maintained in place for the duration of the construction project.
 - Installation of this practice should be the responsibility of the site clearing or excavating contractor.
 - Access location should be cleared of woody vegetation.
 - Non-woven geotextile fabric shall be placed over the existing ground prior to placing stone.
 - Access size should be a minimum of 50'. (30' for single residence lot).
 - Access width should be 12' minimum, flared at the existing road to provide a turning radius.
 - Crushed aggregate (2" to 3"), or reclaimed or recycled concrete equivalent, shall be placed at least 8" deep over the length and width of the ingress/egress corridor.
- Maintenance**
- Periodic inspection and needed maintenance shall be provided after each rain event.
 - Stabilized entrances shall be repaired and rock added as necessary.



SILT FENCE SPECIFICATIONS (S51)

- When**
- A temporary measure for preventing sediment movement.
- Why**
- Used to prevent sediment suspended in runoff from leaving an earth change area.
- Where**
- Use adjacent to critical areas, wetlands, base of slopes, and watercourses.
- How**
- Install parallel to a contour.
 - The silt fence should be made of woven geotextile fabric.
 - Silt fence should accommodate no more than 1/2 to 1 acre of drainage per 100' of fence and on slopes less than 1:2 (v:h).
 - Dig a 6" trench along the area where the fence is to be installed.
 - Place 6" of the silt fence bottom flap into the trench.
 - Backfill the trench with soil and compact the soil on both sides. Create a small ridge on the up-slope side of the fence.
 - Install wooden stakes 6 - 10' apart and drive into the ground a minimum of 12".
 - Staple the geotextile fabric to the wooden stakes.
 - Join sections of silt fence by wrapping ends together (See drawing).

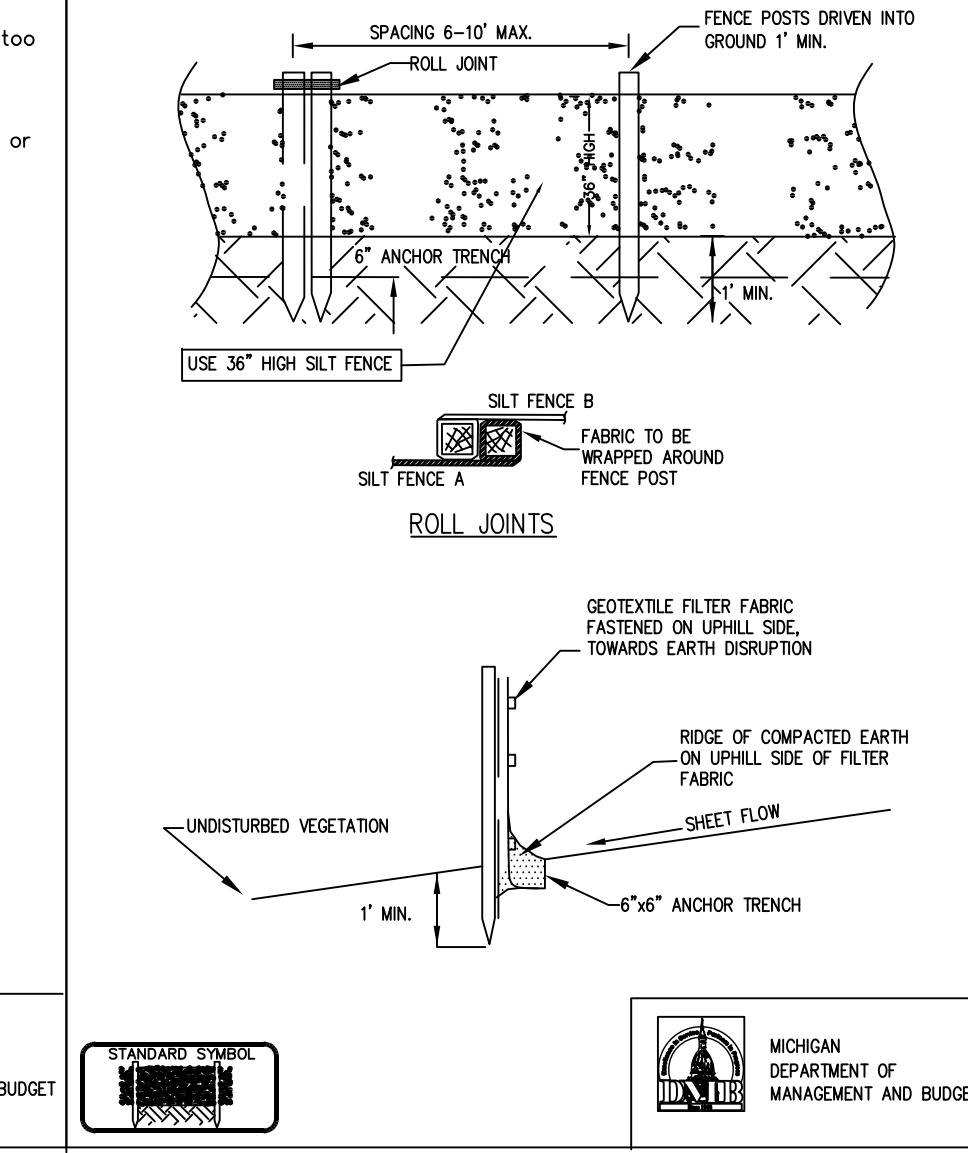
- Maintenance**
- Inspect frequently and immediately after each storm event. Check several times during prolonged storm events. If necessary, repair immediately.
 - If the sediment has reached 1/3 the height of the fence, the soil should be removed and disposed of in a stable upland site.
 - The fence should be re-installed if water is seeping underneath it or if the fence has become ineffective.
 - Silt fence should be removed once vegetation is established and up-slope area has stabilized.



SILT FENCE SPECIFICATIONS (S51)

- Limitations**
- Silt fence may cause temporary ponding and could fail if too much water flows through the area.
 - Do not use in areas with concentrated flows.
 - Chance of failure increases if fence is installed incorrectly or if sediment accumulation is not removed.

(S51) SILT FENCE



72 HOURS
 (3 WORKING DAYS)
BEFORE YOU DIG
 CALL MISS DIG
 800-482-7171
 (TOLL-FREE)

STATE OF MICHIGAN
 GREGORY A. PETRU
 ENGINEER
 NO. 50958
 LICENSED PROFESSIONAL ENGINEER

REVISIONS

4-12-21 SITE PLAN SUBMITTAL	
5-28-21 SITE PLAN REVISION	

KEBS, INC. KYES ENGINEERING
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 2116 HASLETT ROAD, HASLETT, MI 48840
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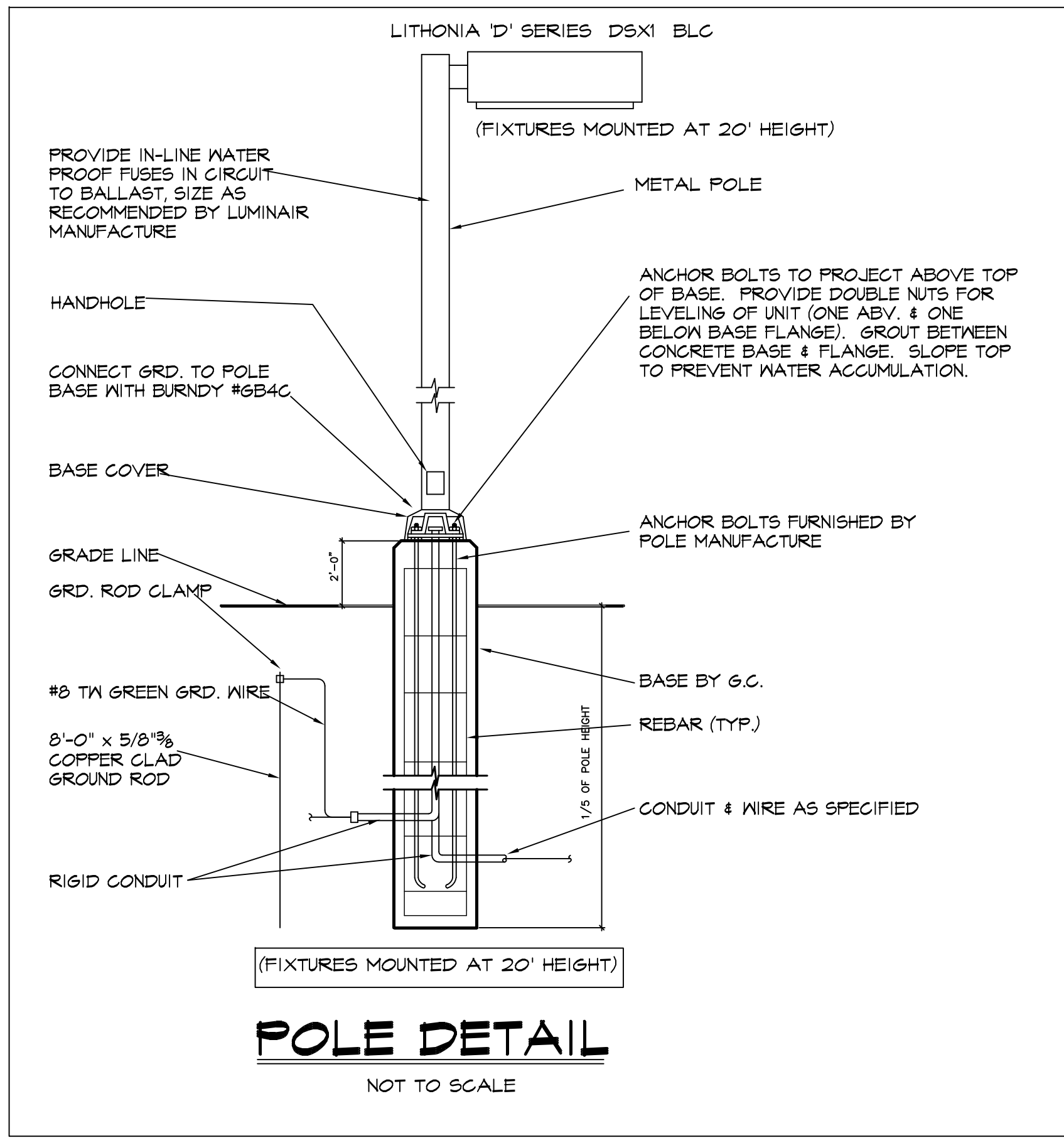
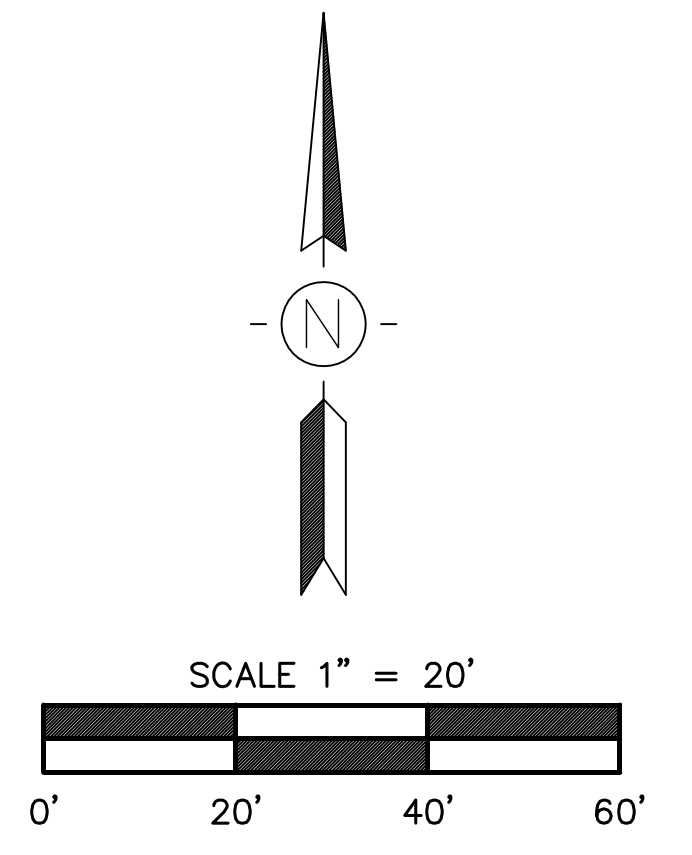
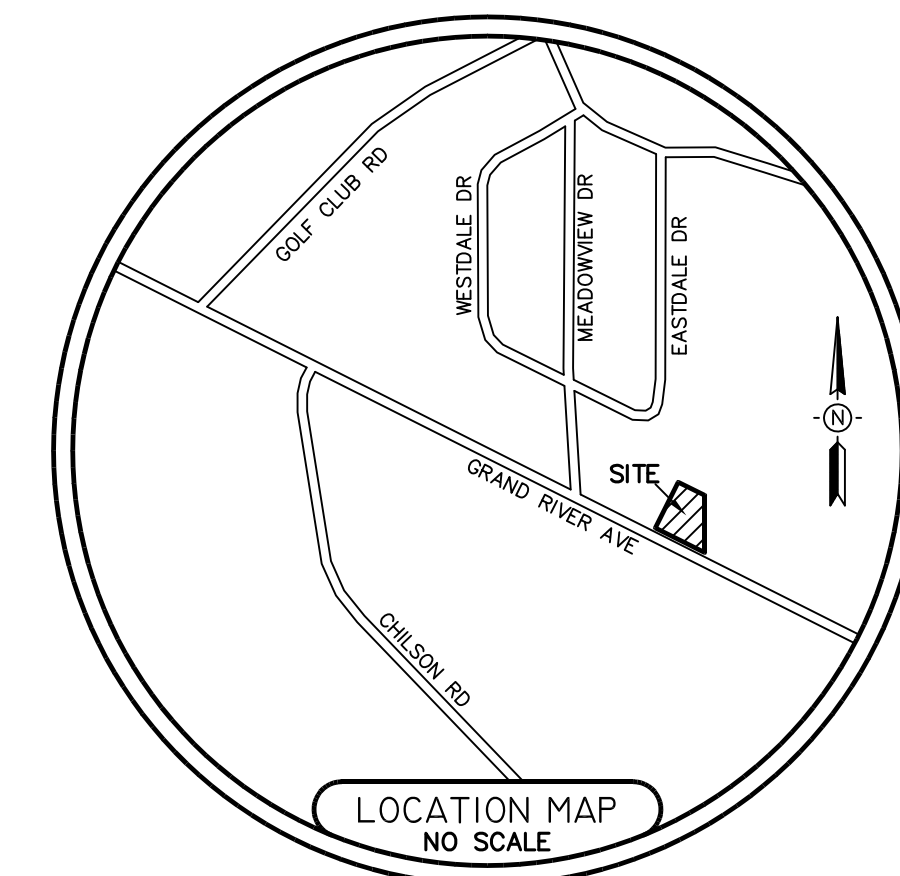
Marshall Office
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2765 E. Grand River Ave.
 DETAIL SHEET

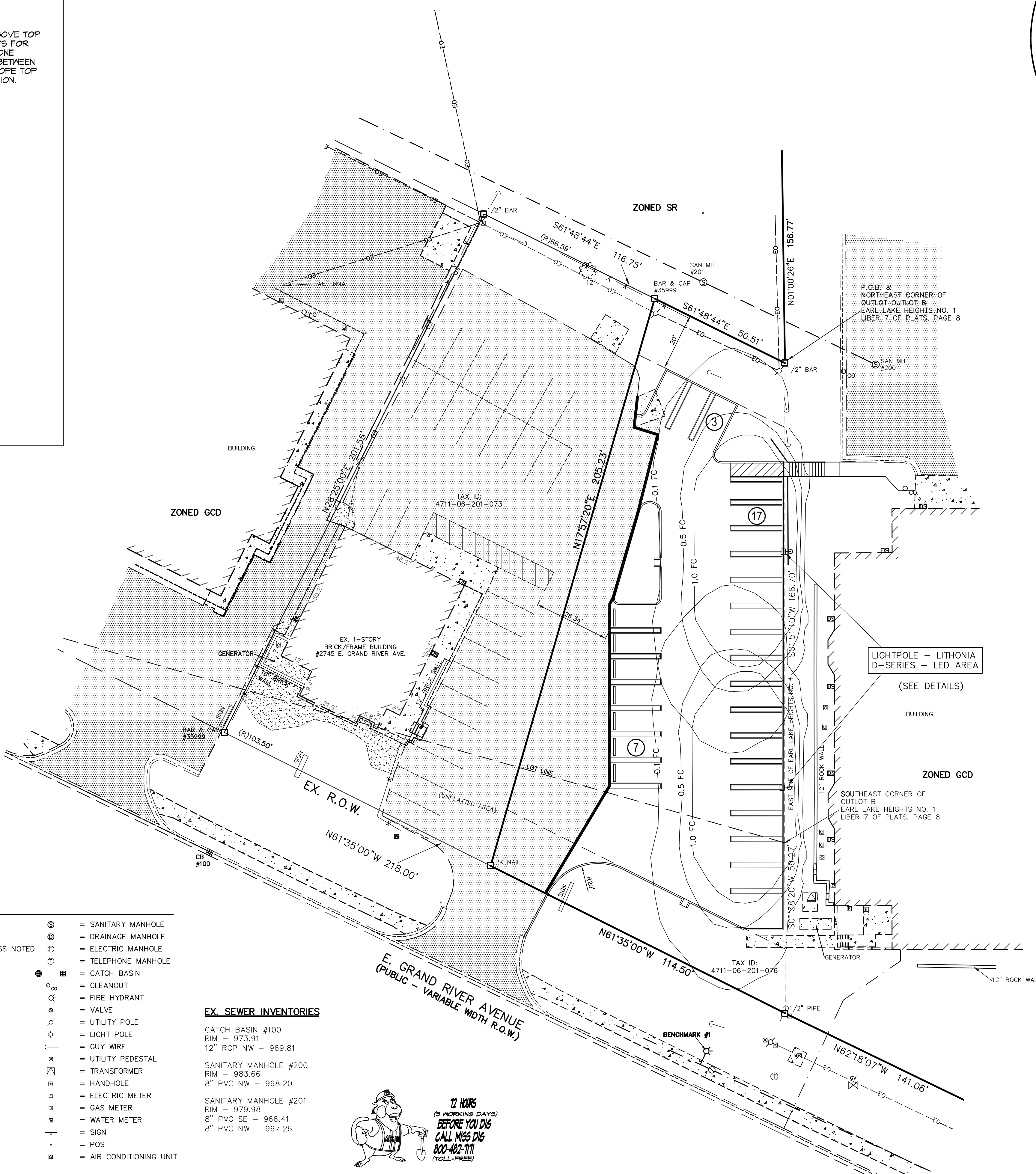
SCALE: NONE	DESIGNER: GAP	APPROVED BY: GAP
DATE: 2-9-21	PROJECT MGR: GAP	SHEET 7 OF 7
AUTHORIZED BY: Howell Family Dentist	JOB #:	97256

2765 E. Grand River Ave.

COUNTY OF LIVINGSTON, TOWNSHIP OF GENOA, MICHIGAN



- LIGHTING NOTES:**
1. ALL LIGHT POLES SHALL BE A MAXIMUM OF 20' HIGH.
 2. ALL FIXTURES SHALL BE FACING DOWNWARD AND SHIELDED AS NECESSARY TO KEEP ALL LIGHT WITHIN THE PROPERTY LIMITS.
 3. LIGHT FIXTURE CUT SHEETS CAN BE LOCATED ON THE DETAIL PAGE.



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8" PVC NW - 967.26	



- 1 DENOTES NUMBER OF B/F SPACES
- VA DENOTES VAN ACCESS B/F SPACES
- 0 DENOTES PROPOSED NUMBER OF 9' x 18' PARKING SPACES

	REVISIONS 2-26-21 SITE PLAN OWNER REVIEW 4-12-21 SITE PLAN SUBMITTAL 5-26-21 SITE PLAN REVISION	KEBS, INC. KYES ENGINEERING BRYAN LAND SURVEYS 2116 HASLETT ROAD, HASLETT, MI 48840 PH. 517-339-1014 FAX. 517-339-8047 Marshall Office Ph. 269-781-9800
	2765 E. Grand River Ave. LIGHTING PLAN	
SCALE: 1" = 20' DATE: 2-9-21 AUTHORIZED BY: Howell Family Dentist	DESIGNER: G.A.P. PROJECT MGR. G.A.P. APPROVED BY: G.A.P. SHEET LIGHTING	APPROVED BY: G.A.P. SHEET LIGHTING JOB #: 97256



GENOA CHARTER TOWNSHIP
Application for Site Plan Review

TO THE GENOA TOWNSHIP PLANNING COMMISSION AND TOWNSHIP BOARD:

APPLICANT NAME & ADDRESS: Chestnut Development, LLC
If applicant is not the owner, a letter of Authorization from Property Owner is needed.

OWNER'S NAME & ADDRESS: 6253 Grand River

SITE ADDRESS: 6253 and 6255 W Grand River PARCEL #(s): 11-11-300-029

APPLICANT PHONE: (810) 599-5147 OWNER PHONE: (810) 599-5147

OWNER EMAIL: steve@chestnutdev.com & permits@chestnutdev.com

LOCATION AND BRIEF DESCRIPTION OF SITE: Site is located directly off of Grand River in Brighton between Hughes and Hacker Rd. on North Side of Grand River Rd.

Site consists of two commercial buildings, one with frontage on Grand River Rd and the other on the rear end of the lot.

BRIEF STATEMENT OF PROPOSED USE: Proposal to convert 2 existing commercial buildings on site into site condominiums with general common areas as specified in "Exhibit B" and includes detention basin.

THE FOLLOWING BUILDINGS ARE PROPOSED: 6255 W Grand River and 6253 W Grand River

•

I HEREBY CERTIFY THAT ALL INFORMATION AND DATA ATTACHED TO AND MADE PART OF THIS APPLICATION IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

BY: Steve Gronow, Owner of Chestnut Development

ADDRESS: 6253 Grand River, Brighton MI 48114

Contact Information - Review Letters and Correspondence shall be forwarded to the following:

1.) Kelly Ralko of Chestnut Development, LLC at permits@chestnutdev.com
Name Business Affiliation E-mail Address

FEE EXCEEDANCE AGREEMENT

As stated on the site plan review fee schedule, all site plans are allocated two (2) consultant reviews and one (1) Planning Commission meeting. If additional reviews or meetings are necessary, the applicant will be required to pay the actual incurred costs for the additional reviews. If applicable, additional review fee payment will be required concurrent with submittal to the Township Board. By signing below, applicant indicates agreement and full understanding of this policy.

SIGNATURE: _____ DATE: 3/25/21
PRINT NAME: Steve Gronow, Chestnut Development PHONE: 810-599-5147
ADDRESS: 6253 Grand River



June 9, 2021

Planning Commission
Genoa Township
2911 Dorr Road
Brighton, Michigan 48116

Attention:	Kelly Van Marter, AICP Planning Director and Assistant Township Manager
Subject:	Chestnut Landing Business Park – Condominium Plan Review #1
Location:	6253 and 6255 Grand River Avenue – north side of Grand River, east of Hughes Road
Zoning:	GCD General Commercial District

Dear Commissioners:

At the Township’s request, we have reviewed the condominium plan submittal (plan drawings dated 4/30/21) for Chestnut Landing Business Park. The applicant proposes to establish a 3-unit non-residential condominium for an existing development.

We have reviewed the proposal in accordance with the applicable provisions of the Genoa Township Zoning Ordinance.

A. SUMMARY

1. Procedurally, the condominium plan is subject to preliminary and final review/approval.
2. Aside from the establishment of a condominium, no physical changes are proposed to the existing development.
3. The Township Attorney may wish to review and provide comment on the proposed condominium documents (Master Deed and By-Laws).
4. The applicant must address any site engineering items raised by the Township Engineer.

B. PROPOSAL/PROCESS

The applicant proposes to establish a 3-unit condominium for an existing office development.

Section 12.07 requires both preliminary and final approval for condominium plans.

Procedurally, both reviews go through the Planning Commission for a recommendation to the Township Board, who has final approval authority.



Aerial view of site and surroundings (looking north)

C. CONDOMINIUM PLAN REVIEW

- 1. Submittal Requirements.** The submittal provides the information required, including the condominium documents (Master Deed and By-Laws). As has been typical of past condominium plan reviews, the condominium documents are subject to review and comment by the Township Attorney.
- 2. Dimensional Requirements.** As a recently developed property, there are no alterations proposed to the established dimensional items, such as setbacks, building sizes/heights, etc.
- 3. Pedestrian Circulation.** There is an existing public sidewalk within the Grand River right-of-way, as well as internal sidewalks separating buildings and parking areas.

Aside from their designation as either general common or limited common elements within the condominium, no changes are proposed to existing pedestrian areas. The Master Deed also provides maintenance provisions for such.

- 4. Vehicular Circulation.** There are 2 existing vehicular access points – 1 on the east side of the site, and a 2nd shared drive with the adjacent development to the west.

Similar to comments above, aside from their designation within the condominium, no changes are proposed to vehicular drives. The Master Deed also includes maintenance and access easement provisions for such.

- 5. Landscaping.** Existing site landscaping was approved as part of the site plan for the development.

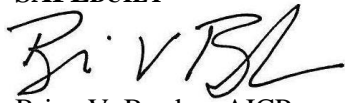
Similar to the comments above, aside from their designations within the condominium, no changes to the existing landscaping are proposed. Maintenance provisions are provided for within the Master Deed.

6. **Lighting.** Similar to the landscaping comments above, no changes are proposed to the approved lighting plan for the development. Such areas will be established within either general common or limited common elements within the condominium.
7. **Signs.** The existing monument sign for the development is identified as a general common element, which provides the opportunity for each condominium owner to have a place on the sign.
8. **Site Engineering/Utilities.** We defer to the Township Engineer for review and comment on the site engineering elements of the proposal.

Should you have any questions concerning this matter, please do not hesitate to contact our office.

Respectfully,

SAFEBUILT

A handwritten signature in black ink, appearing to read "B. V. Borden". The signature is stylized and cursive.

Brian V. Borden, AICP
Michigan Planning Manager

June 9, 2021

Ms. Kelly Van Marter
Genoa Township
2911 Dorr Road
Brighton, MI 48116

**Re: Chestnut Landing Site Condominium
Site Plan Review No. 1**

Dear Ms. Van Marter:

Tetra Tech conducted a review of the proposed Chestnut Lansing Site Condominium plan last dated April 30, 2021. The plans were completed by Livingston Engineering on behalf of Chestnut Development. The site is located on the north side of Grand River Avenue, 900 feet east of Hughes Road. The Petitioner is proposing to convert the north building on the site into two separate condominiums, and no site improvements are proposed.

Due to the proposed use not requiring any site improvements, we have no engineering concern with the proposed use. The Petitioner should coordinate with MHOG Sewer and Water Authority if they plan on installing a second water lead, fire suppression line, or sanitary sewer lead.

The Livingston County Drain Commission noted in their letter dated June 3, 2021 that there is a discrepancy between the easement shown on the master deed exhibits and the easement documents. The Drain Commissioner is asking that the easement be modified to be 50-feet wide to match the master deed. This matter should be taken care of prior to approval from the Township.

Please call or email if you have any questions.

Sincerely,



Gary J. Markstrom, P.E.
Vice President



Shelby Scherdt
Project Engineer



BRIGHTON AREA FIRE AUTHORITY

615 W. Grand River Ave.
Brighton, MI 48116
o: 810-229-6640 f: 810-229-1619

May 28, 2021

Kelly VanMarter
Genoa Township
2911 Dorr Road
Brighton, MI 48116

RE: Chestnut Landing Site Condo
6253 & 6255 W. Grand River
Genoa Twp., MI

Dear Kelly:

The Brighton Area Fire Department has reviewed the above-mentioned site plan. The plans were received for review on May 14, 2021 and the drawings are dated April 30, 2021. The project is for the site condo conversion for the existing two part development of two Type VB multi-tenant B-use structures. The plan indicates two similarly sized 15,480 square foot buildings with shared parking and access drives around the development. The plan review is based on the requirements of the International Fire Code (IFC) 2021 edition.

All comments from prior site plan approval have been addressed in the development of both buildings. The fire authority has no additional comments based on the re-assignment as site condos.

Additional comments will be given during the building plan review process (specific to the building plans and occupancy). The applicant is reminded that the fire authority must review the fire protection systems submittals (sprinkler & alarm) prior to permit issuance by the Building Department and that the authority will also review the building plans for life safety requirements in conjunction with the Building Department.

If you have any questions about the comments on this plan review please contact me at 810-229-6640.

Cordially,

A handwritten signature in black ink, appearing to read "R. Boisvert".

Rick Boisvert, FM, CFPS
Fire Marshal

cc: Amy Ruthig amy@genoa.org

Kelly VanMarter

From: Ken Recker <KRecker@livgov.com>
Sent: Thursday, June 3, 2021 11:45 AM
To: Kelly VanMarter
Cc: Timothy J Zimmer; David LeClair; Steve Gronow (steve@chestnutdev.com); cathy@crlaw.biz; Markstrom, Gary; Darrin Burns
Subject: RE: Chestnut Landings - Site Condo
Attachments: Chestnut Landing updated.pdf

Kelly,

On Tuesday we discussed the proposed site plan for the Chestnut Landings Site Condominium in Genoa Township, located on the N. side of Grand River Avenue. east of Hughes Road. The site is bounded on the east and north side by the Grand Beach Drain. In this particular area the system consists of 36" reinforced concrete pipe. The system was constructed by our office in 1999-2000 to provide a safe outlet for high water discharges from Grand Beach Lake on the south side of Grand River Avenue.

The easements obtained by our office from Diana Gentry describe a 33 foot wide easement along the north and east property lines, however the easement is depicted as a 50 foot wide easement on the exhibits. After consulting with maintenance staff, it will be difficult to legally maintain the drain within the 33 foot wide easement shown, particularly for the portion of the system along the east line of the proposed Chestnut Landing Condominium.

We are therefore requesting the easement be modified to a width of 50 feet as a condition of condominium approval. This is a change that should be able to be made within the condominium documents.

If you have any questions please give me a call or reply via email.

Sincerely,

Kenneth E. Recker, II, P.E.
Chief Deputy Drain Commissioner

From: Kelly VanMarter <Kelly@genoa.org>
Sent: Tuesday, June 1, 2021 9:57 AM
To: Ken Recker <KRecker@livgov.com>
Subject: [EXT] Chestnut Landings - Site Condo

"The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin."

Kelly VanMarter, AICP
Assistant Township Manager/Community Development Director

Genoa Charter Township
2911 Dorr Road, Brighton, Michigan 48116
Direct: (810) 588-6900, Phone: (810) 227-5225, Fax: (810) 227-3420
E-mail: kelly@genoa.org, Url: www.genoa.org

Property line and easement information in this drawing are based on Livingston County GIS information and are not intended to represent a legal survey.



Legend

- Approximate Property Line
- Existing Easement (33')
- Additional Easement Request (17')
- Open Drain

Drainage Structure

- ⊕ LCDC maintained
- ⊕ LCRC maintained
- ⊕ Condominium maintained

Enclosed Drain

- LCDC maintained 36" RCP
- LCRC maintained
- Condominium maintained

**Impact Assessment
for
Chestnut Landing Office Complex
Genoa Township
Livingston County, Michigan**

Prepared By

**Livingston Engineering
3300 S. Old US-23
Brighton, MI 48114
(810) 225-7100
December 1, 2014
Revised June 18, 2015
Revised March 29, 2021**

This impact assessment has been prepared in accordance with section 18.07 of the Genoa Township, Livingston County, Michigan Zoning Ordinance. As this site was previously developed and constructed in two phases and the current proposal is simply to convert the buildings into two separate building condominiums, no physical construction or improvements are planned as part of such work. As such, in accordance with the aforementioned Zoning Ordinance, a previous impact assessment for the project is sufficient to meet the requirement for this work. Below is the impact assessment for the project in its entirety as it was previously approved for this project.

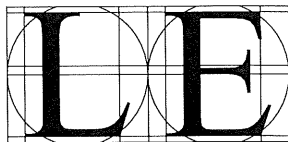
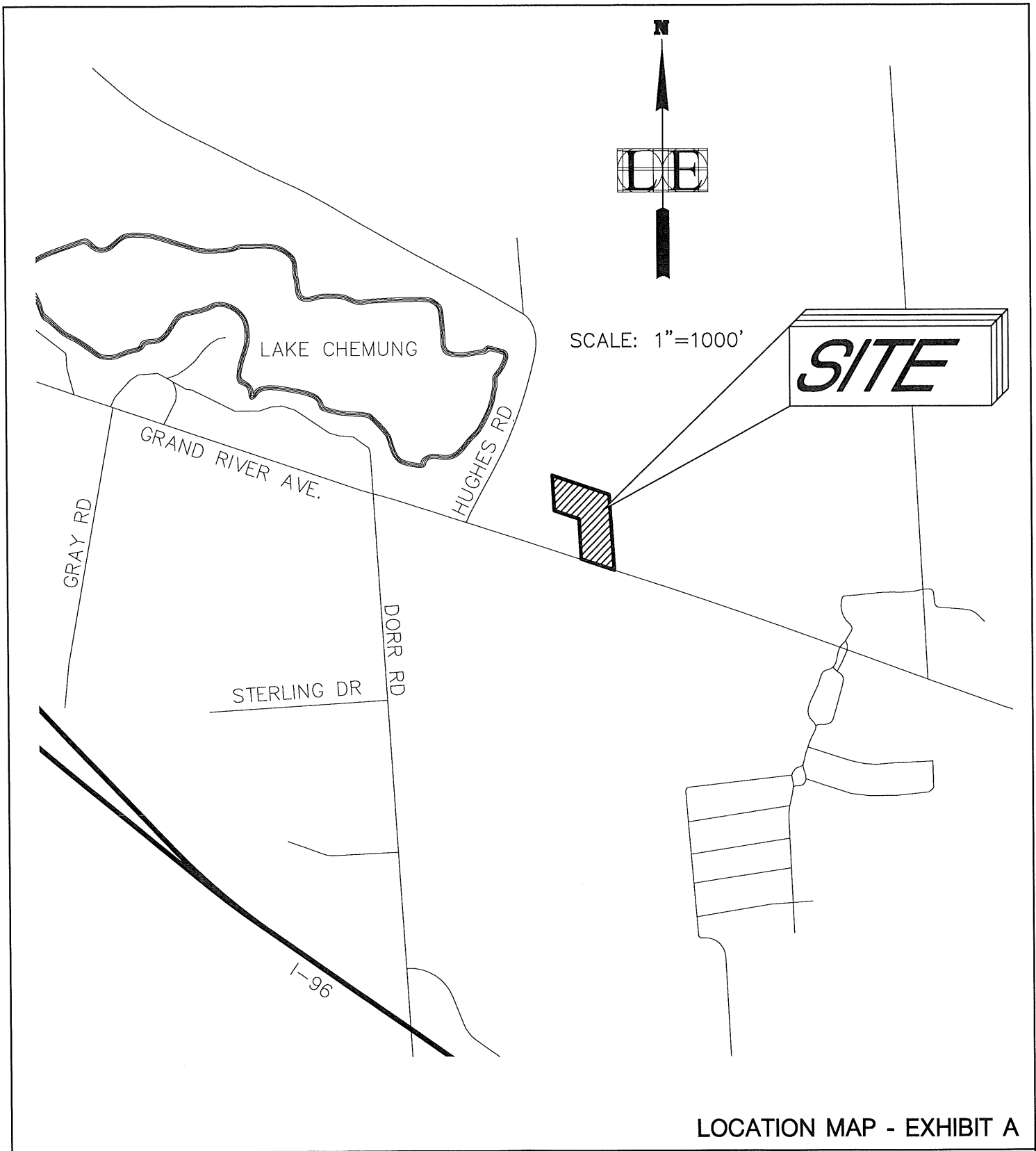
I. Party Responsible for preparation of Impact Statement

This impact assessment has been prepared by Livingston Engineering, a professional services company offering civil engineering, land surveying, and site planning services throughout southeast Michigan. Livingston Engineering is licensed to provide engineering and surveying services in Michigan, as well as engineering licenses in the states of Arizona, Colorado, New Mexico, Tennessee and Utah.

II. Site Location

The subject site contains approximately 4.19 acres located in the southwest $\frac{1}{4}$ of section 11 of Genoa Township, Livingston County, Michigan. This parcel is located on the north side of Grand River Ave east of Dorr Rd. It is bordered by similar use office building to the west, a machine shop to the east and residential housing to the north. A location map and aerial photograph of the subject site is included in this report as Exhibit “A” and Exhibit “B” respectively.

Currently, the site is zoned GCD, General Commercial District. The site is bordered on the east and west by Neighborhood Services (NS) to the north by Low Density Residential (LDR) and to the northwest by Lakeshore Resort Residential (LRR). A copy of the Genoa Township Zoning Map is included in this report as Exhibit “C”.



LIVINGSTON ENGINEERING

CIVIL ENGINEERING SURVEYING PLANNING

3300 S. OLD US-23, BRIGHTON, MI 48114

PHONE: (810) 225-7100

FAX: (810) 225-7699

<http://www.livingstoneng.com>

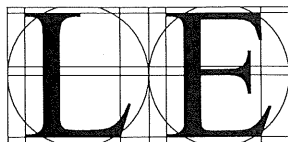
DRAWN BY MJB JOB No. 14211

DESCRIPTION
GRAND RIVER OFFICE COMPLEX

DATE 12-1-14 SHEET No. 1 OF 5 SCALE 1"=1000'



AERIAL PHOTOGRAPH - EXHIBIT B



LIVINGSTON ENGINEERING

CIVIL ENGINEERING SURVEYING PLANNING

3300 S. OLD US-23, BRIGHTON, MI 48114

PHONE: (810) 225-7100

FAX: (810) 225-7699

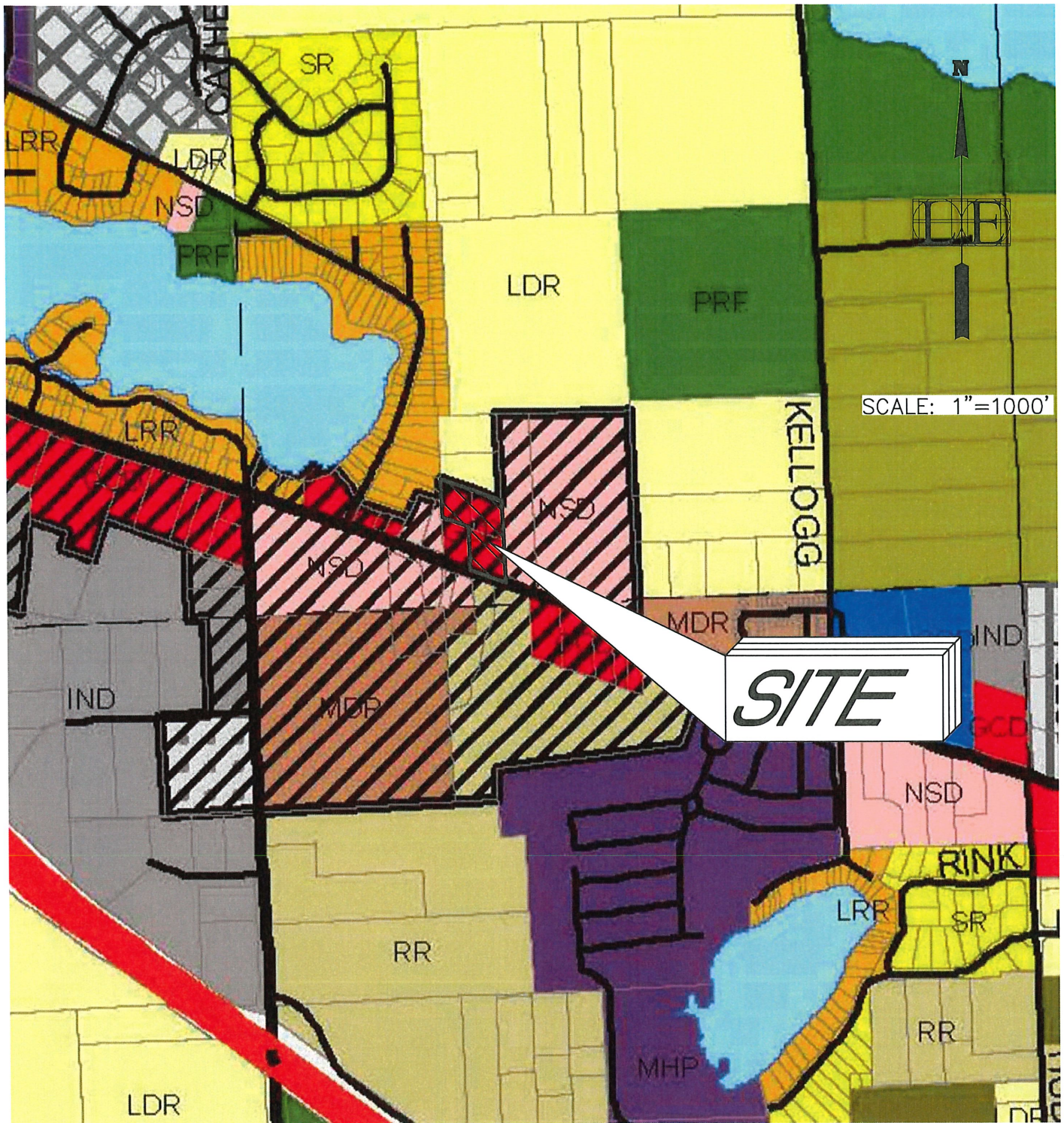
<http://www.livingstoneng.com>

DRAWN BY MJB JOB No. 14211

DESCRIPTION

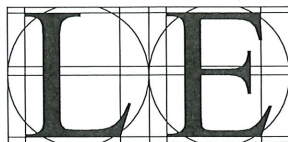
GRAND RIVER OFFICE COMPLEX

DATE 12-1-14 SHEET No. 2 OF 5 SCALE 1"=200'



PROPERTY ZONED - (GCD) GENERAL COMMERCIAL DISTRICT
 (TCO) TOWN CENTER OVERLAY

ZONING MAP - EXHIBIT C



LIVINGSTON ENGINEERING
 CIVIL ENGINEERING SURVEYING PLANNING

3300 S. OLD US-23, BRIGHTON, MI 48114

<http://www.livingstoneng.com>

PHONE: (810) 225-7100

FAX: (810) 225-7699

DRAWN BY MJB JOB No. 14211

DESCRIPTION

GRAND RIVER OFFICE COMPLEX

DATE 12-1-14 SHEET No. 3 OF 5 SCALE 1"=1000'

III. Impact on Natural Features

Currently, the site is vacant and consists of an open field with a small pond and several scattered trees, and a more densely wooded area to the northwest. The small on-site pond will be filled in, as part of this development. The pond is an MDEQ regulated wetland and the developer is currently in the process of acquiring a permit for the filling of the pond. At the time of this revision, this permit has been secured and a copy of such has been provided to Genoa Township.

Soils on the site consist primarily of Miami Loam. Miami loam is described as poorly drained soils with slow runoff characteristics and moderate permeability. A soils map of the subject site is included as Exhibit “D”.

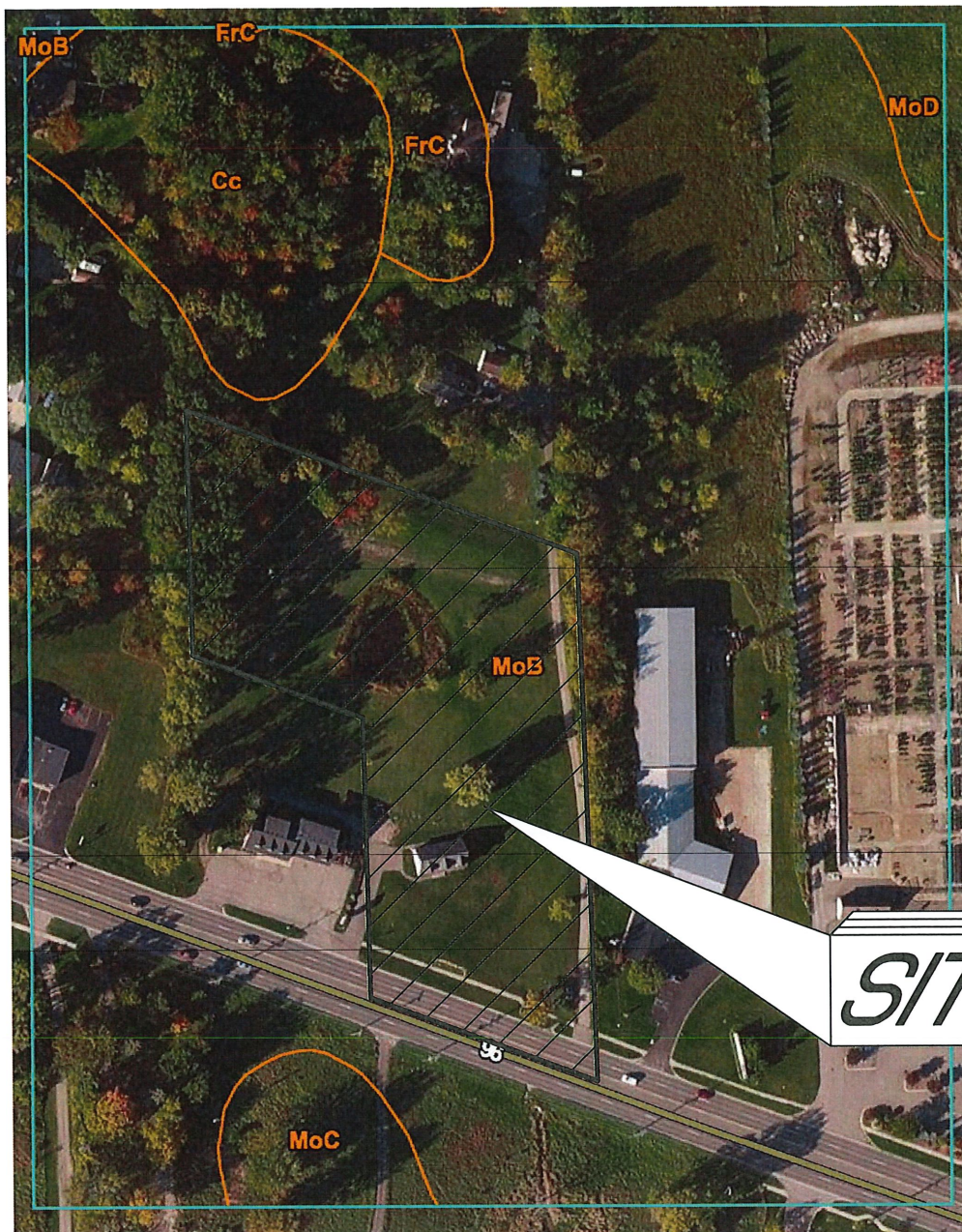
As depicted in Exhibit “E”, the site drains from south to north, or from Grand River Ave toward the outlet to the enclosed county drain located on the northwest side of the subject parcel. The county drain is located on the subject site and is enclosed in a 36” pipe located in an easement that runs along and near the easterly and northerly property lines. Storm water runoff will be collected and directed into a proposed on-site detention area.

Part of the wooded area located on the northwest side of the parcel will be removed to accommodate the proposed detention pond.

Landscape treatments and buffers will be placed both within the site and around its perimeters to compliment the vegetation that will remain in place.

IV. Impact on Storm Water Management

The proposed development will provide storm water quality and flood control treatment using an on-site storm water detention pond, located on the northwest end of the site. The detention pond is designed to meet the current standards of the Livingston County



SCALE: 1"=200'

SOILS LEGEND

MoB - MIAMI LOAM, 2 TO 6 PERCENT SLOPES

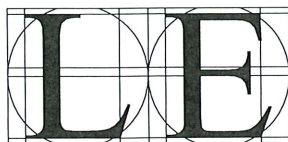
MoC - MIAMI LOAM, 6 TO 12 PERCENT SLOPES

MoD - MIAMI LOAM, 12 TO 18 PERCENT SLOPES

Cc - CARLISLE MUCK

FrC - FOX BOYER COMPLEX, 6 TO 12 PERCENT SLOPES

SOILS MAP - EXHIBIT D



LIVINGSTON ENGINEERING

CIVIL ENGINEERING

SURVEYING

PLANNING

3300 S. OLD US-23, BRIGHTON, MI 48114

<http://www.livingstoneng.com>

PHONE: (810) 225-7100

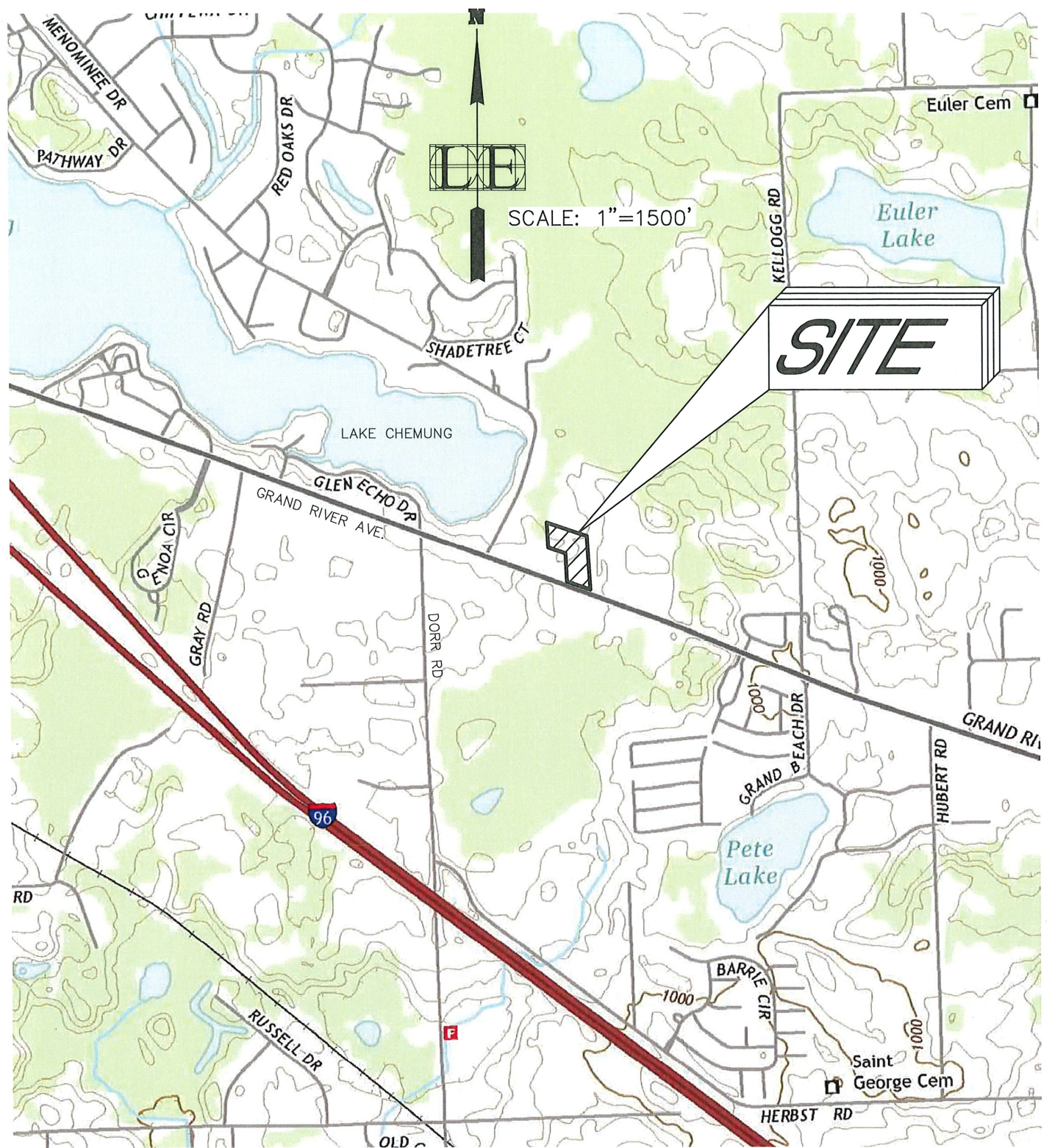
FAX: (810) 225-7699

DRAWN BY MJB JOB No. 14211

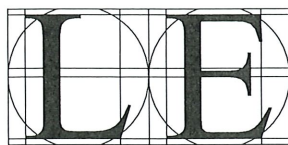
DESCRIPTION

GRAND RIVER OFFICE COMPLEX

DATE 12-1-14 SHEET No. 4 OF 5 SCALE 1"=200'



EXISTING DRAINAGE - EXHIBIT E



LIVINGSTON ENGINEERING

CIVIL ENGINEERING SURVEYING PLANNING

3300 S. OLD US-23, BRIGHTON, MI 48114

PHONE: (810) 225-7100

FAX: (810) 225-7699

<http://www.livingstoneng.com>

DRAWN BY MJB JOB No. 14211

DESCRIPTION
GRAND RIVER OFFICE COMPLEX

DATE 12-1-14 SHEET No. 5 OF 5 SCALE 1"=1500'

Drain Commissioner's Office and those of Genoa Township. The detention pond is designed to capture and treat storm water runoff from the subject site and the site located immediately to the west, prior to release to the county drain near the existing county drain outlet located on-site near the north property line.

Storm water runoff from Grand River Ave. and the adjacent property located to the east of the subject site currently drain to the existing county drain. Storm water runoff from these adjacent areas will continue to outlet to the county drain, as facilitated by the proposed site improvements associated with the subject development.

During construction, soil erosion and dust control measures will be implemented. Best management practices including silt fence, check dams, and inlet filter mechanisms will be utilized during this time. For dust control, soil watering to keep the site in a moisture optimum condition will be performed with a water truck on an as needed basis. Upon completion of mass grading and earthmoving operations, permanent restoration including topsoil, seed and mulch along with landscape installation will be performed.

A soil erosion and sedimentation control permit will be required prior to the start of any site grading or construction.

V. Impact on Surrounding Land Uses

As proposed, the addition being proposed is in conformance with the current GCD zoning designation and is similar to the adjacent businesses that border the parcel to the east and west.

The proposed building is for general office space only and is approximately 30,000 S.F. in size. Hours of operation for this establishment are expected to be common office hours anywhere between 7:00 a.m. and 6:00 p.m., Monday through Friday.

Access to this site will be from Grand River Ave.

For the proposed building, it is not anticipated that the noise levels will approach 65 decibels at the property lines.

Site lighting for this addition will be limited to wall mounted fixtures as shown on the architectural drawings and will remain within acceptable limits as allowed by Genoa Township. All proposed lighting shall be downward directed to reflect light toward and confined to ground areas as to not interfere with vision of persons on adjacent properties.

VI. Impact on Public Facilities and Services.

As this project is consistent with other new developments along the Grand River corridor in this vicinity, it is not anticipated that this facility will adversely affect emergency services such as fire and police. Additionally, as the project is not a residential site, undesirable affects on local schools or recreation facilities is not expected.

VII Impact on Public Utilities

Water supply for this project will be provided through a proposed water tap to an existing municipal supply system operated by Genoa Township. An Additional hydrant will be placed on site and approved by jurisdictional authorities as part of the site development. Additionally, sanitary sewer service will be provided by Genoa Township via a service lead extended into the site. If developed entirely as medical office, the total development would utilize 18.6 REU's. However, as the individual suite use will not be known until tenants are secured, each building will be assessed REU's based on general office use for the initial permits which will then be adjusted if necessary when permits are issued for each suite build out. The current rate for water and sewer charges are \$15,100/REU for both services. It is not anticipated that either of these services will adversely affect available capacities for the water and sewer systems. In addition, electric and gas service is available along Grand River Ave. for extension into this site. As expected, such services will be extended into the site under ground.

VIII. Storage and Handling of Any Hazardous Materials

There is no plan for storage or handling of any hazardous materials on this site.

IX. Impact on Traffic

The location of the site is well suited for a development of this nature. It is located along Grand River Avenue that has an existing five(5) lane cross section (two(2) eastbound lanes, two(2) westbound lanes and a center left turn lane). Using the ITE Trip Generation Manual, 7th ed., Land Use: General Office Building(710)(see Exhibit F & G), and based upon building gross square footage, we calculated the following trips using the average rate for the A.M. and P.M. peak hours of traffic:

Input: South bldg.: 7740 sf + 7740 sf = 15480 sf
North bldg.: 15480 sf
Total: 30960 sf, use 31000 sf

Note: the existing office development located adjacent to and immediately west of the subject development is connected to the westerly drive approach to Grand River Ave. This existing development was not included in the square footage because no new trips will be generated from the existing development as a result of the subject development's proposed improvements.

Using 31,000 sf of gross floor area:

A.M. peak hour:

$$\begin{aligned} 1.55 \times (31000/1000) &= 48.05 \text{ trips} \times 88\% \text{ (entering)} \\ &= 42.28 \text{ directional trips} \end{aligned}$$

P.M. peak hour:

$$1.49 \times (31000/1000) = 46.19 \text{ trips} \times 83\% \text{ (exiting)}$$

General Office Building (710)

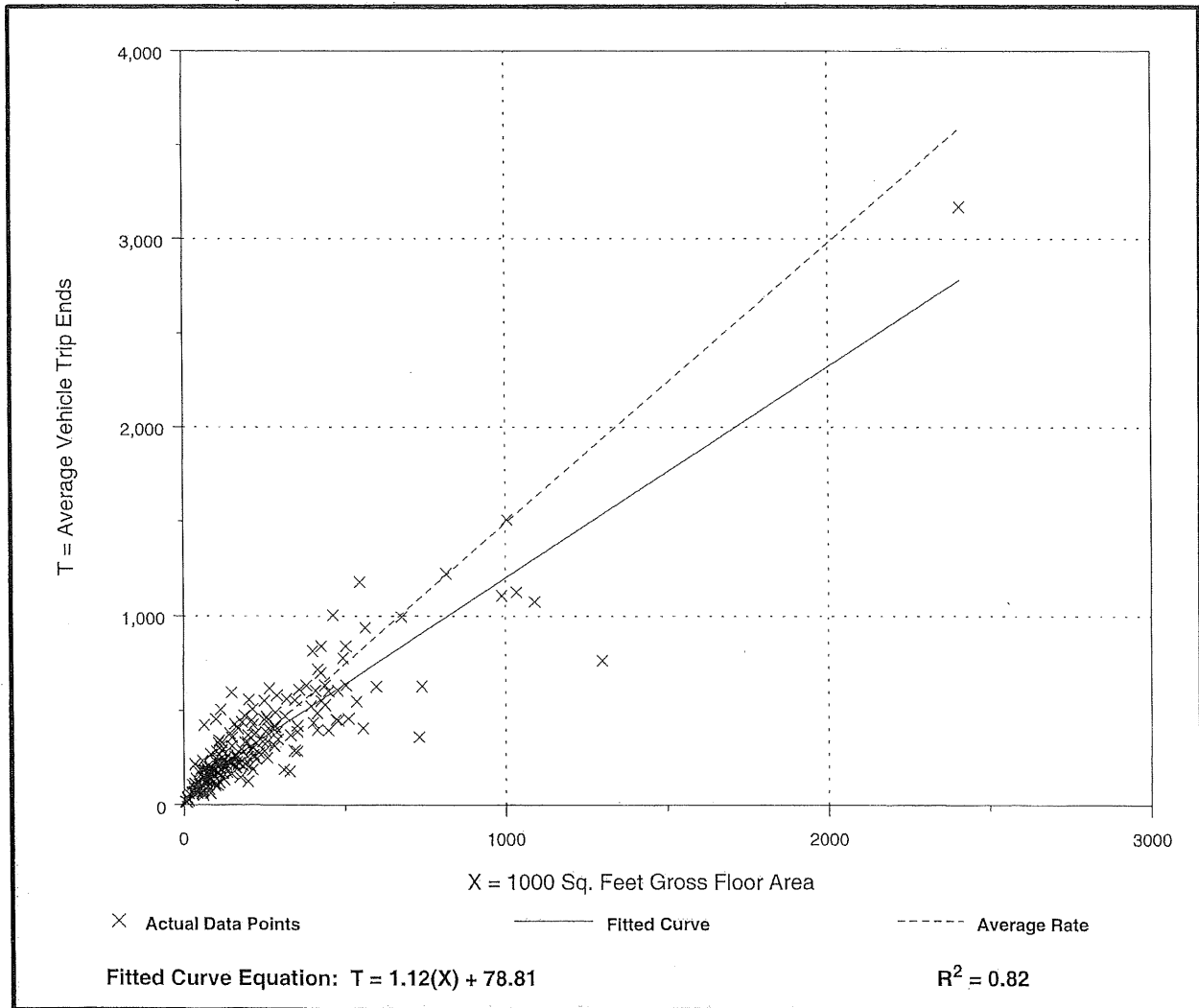
Average Vehicle Trip Ends vs: 1000 Sq. Feet Gross Floor Area
On a: Weekday,
P.M. Peak Hour

Number of Studies: 235
 Average 1000 Sq. Feet GFA: 216
 Directional Distribution: 17% entering, 83% exiting

Trip Generation per 1000 Sq. Feet Gross Floor Area

Average Rate	Range of Rates	Standard Deviation
1.49	0.49 - 6.39	1.37

Data Plot and Equation



General Office Building (710)

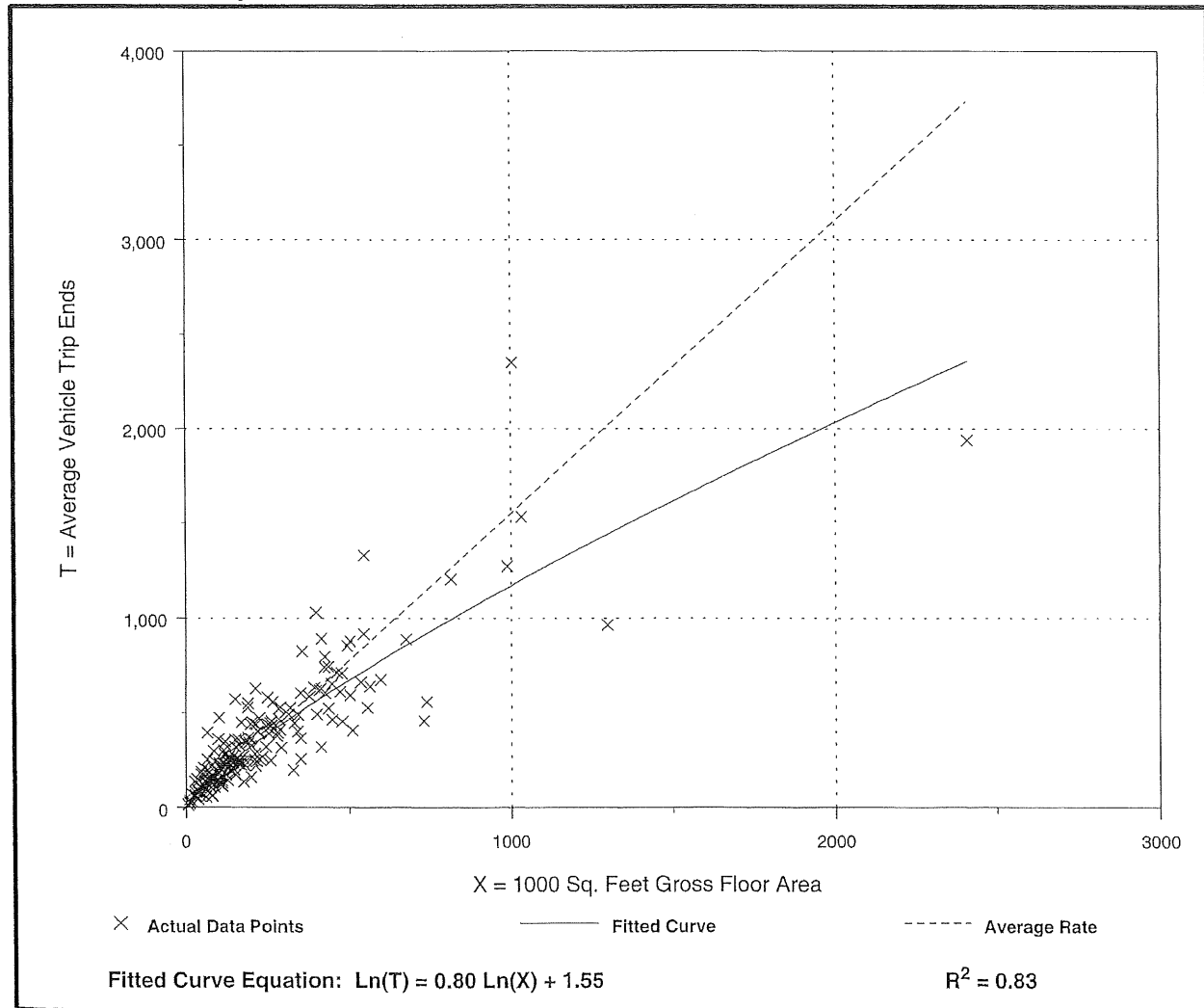
Average Vehicle Trip Ends vs: 1000 Sq. Feet Gross Floor Area
On a: Weekday,
A.M. Peak Hour

Number of Studies: 217
 Average 1000 Sq. Feet GFA: 223
 Directional Distribution: 88% entering, 12% exiting

Trip Generation per 1000 Sq. Feet Gross Floor Area

Average Rate	Range of Rates	Standard Deviation
1.55	0.60 - 5.98	1.39

Data Plot and Equation



= 38.34 directional trips

As calculated above, the development, under the fully developed conditions shown in this site plan, will generate less than 50 directional trips in both the A.M. and P.M. peak hours of traffic. Therefore, a traffic impact assessment or traffic impact study is not required by the Township per the Township Zoning Ordinance for the subject development.

The Livingston County Road Commission Site Distance Review permit for the proposed entrance is attached as Exhibit H.

X. Historic and Cultural Resources

It is not believed that this addition will have any impact on any historic and/or cultural resources pertaining to the subject parcel and no known historic and/or cultural resources exist on this site that will be affected by this development.

XI. Special Provisions

No special provisions are part of this project.

XII. Other Items

1. Large truck use is not necessary for this site. Deliveries will be limited to UPS style box trucks for office areas within the development.
2. The most northerly parking area on the site consisting of 18 spaces shall be considered “banked” parking and shall only be constructed if needed and approved by Genoa Township.
3. The parcels within this development will be combined into a single parcel.



LIVINGSTON COUNTY ROAD COMMISSION
 LAND SPLIT / SIGHT DISTANCE REVIEW

****NOTE: THIS IS NOT A DRIVEWAY PERMIT.****

Review Number 1405-027

Property Owner and Applicant Information

Owner: Chestnut Development LLC
 Street Address: 3800 Chilton Road
 City/State/Zip: Howell, MI 48843
 Day Phone: (810) 599-5147 Fax:
 Applicant: Steve Gosnow
 Company:
 Address: 3800 Chilton Road
 City/State: Howell MI, 48843
 Applicant Phone: (810) 599-5147 Applicant Fax:

Location

Township: Danco Section: 11
 Development: Chestnut Office
 Approach Type: Commercial
 Speed Limit (if posted): 50
 Speed Factors (if any):
 Roadway Cr: Grand River Side of Street: North

Field Measurements

Location of existing property corners from nearest crossroad: 873 and 1180 feet East of Hughes

Parcel	Property/ Easement Comments	Access Point(s)	Sight Distance Req.		Sight Distance Measured		Sight Distance Comply	Clear Vision Comply	Neighbor Consent Required	Approve
			Std	Min	800 East	800 West				
Commercial (East)		1180	800	500	800 East	800 West	Yes	Yes	No	Yes
Commercial (Shared)		873	800	500	800 East	800 West	Yes	Yes	No	Yes

Comments:

A commercial driveway approach can be located at 1180 feet east of Hughes Road on the east side of the property. The existing double driveway west of this property can be reconstructed as a shared driveway at 873 feet east of Hughes Road. A shared driveway easement will need to be secured before a commercial driveway approach permit could be issued at this location.

Inspection Date: 12/01/2014

Inspector:

Kim Hilber
 Kim Hilber

MASTER DEED

OF

CHESTNUT LANDING BUSINESS PARK

Livingston County Subdivision Plan No. _____

DEVELOPER:

CHESTNUT DEVELOPMENT, LLC

6253 Grand River

Brighton, Michigan 48114

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MASTER DEED

CHESTNUT LANDING BUSINESS PARK

THIS MASTER DEED has been executed on this _____ day of _____, 2021, by CHESTNUT LANDING, LLC, a Michigan limited liability company, of 3800 Chilson Road, Howell, Michigan 48843 (hereinafter referred to as “Developer”), pursuant to the provisions of the Michigan Condominium Act, Act 59 of the Public Acts of 1978, as amended (hereinafter referred to as the “Act”).

RECITALS:

A. The Developer is engaged in the development of a medical and office business condominium project to be known as CHESTNUT LANDING BUSINESS PARK on a parcel of land located in the Genoa Charter Township, Livingston County, Michigan and described in Article II of this Master Deed (the “Real Property”).

B. The 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 (both of which are hereby incorporated by reference and made a part hereon), to establish the Real Property, together with the improvements located and to be located thereon and the appurtenances thereto, as a condominium project under the provisions of the Act.

ARTICLE I **DEDICATION**

By executing and recording this Master Deed, the Developer establishes CHESTNUT LANDING BUSINESS PARK (sometimes hereinafter referred to as the “Condominium Project”) as a condominium project under the Act. After being so established, the Condominium Project shall be held, conveyed, encumbered, leased, rented, occupied, improved and in every manner utilized subject to the provisions of this Master Deed (including Exhibits A and B hereto), and the Act. The provisions of this Master Deed (including Exhibits A and B hereto) shall run with the real property included in the Condominium Project and shall burden and benefit the Developer and all persons acquiring or owning an interest in the Condominium Project, or in the real property hereby dedicated to the Condominium Project, and their grantees, successors, assigns, heirs and personal representatives. The Units and other improvements contained in the Condominium Project, including the number, boundaries, dimensions and area of each Unit, are set forth in the Condominium Subdivision Plan attached hereto as Exhibit B. The Condominium Project contains three separate structures that are each an individual Unit. Each Unit is capable of individual utilization on account of having its own entrance from and exit to a Common Element. Each Co-Owner shall have the exclusive right to the occupancy of his or her Unit and, subject to easements and restrictions of record, shall have undivided and inseparable rights to share the General Common Elements of the Condominium Project with the other Co-Owners.

ARTICLE II
LEGAL DESCRIPTION

The real property which is dedicated to the Condominium Project established hereby is legally described as follows:

S11 T2N R5E COMM AT SW COR TH N87*46'30"E 1338.82 FT TH N02*03'40"W 328.24 FT TH N02*03'40"W 300 FT TO POB TH N02*03'40"W 262.51 FT TH S70*37'36"E 449.05 FT TH S02*41'13"E 564.96 FT TH N70*37'36"W 260.68 FT TH N02*03'40"W 300 FT TH N70*37'36"W 195 FT TO POB.

Containing 4.19 acres of land, more or less.

ARTICLE III
DEFINITIONS

When used in any of the Condominium Documents (as hereinafter defined), or in any contract, deed, mortgage, lien, easement or other instrument affecting the Condominium Project or the establishment or transfer of any interest therein, the following terms shall carry the definitions which follow them unless the context clearly indicates to the contrary:

(a) "Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.

(b) "Association" means Chestnut Landing Condominium Association, a not-for-profit corporation organized under the laws of the State of Michigan, of which all Co-Owners shall be members and which shall administer, operate, manage and maintain the Condominium Project. Any action required of or permitted to the Association shall be exercisable by its Board of Directors unless explicitly reserved to the members by the Condominium Documents or the laws of the State of Michigan, and any reference to the Association shall, where appropriate, also constitute a reference to its Board of Directors.

(c) "Board of Directors" shall mean the board of directors of the Association. The Board of Directors will initially be those individuals selected by Developer and later it will be elected by Co-Owners as provided in the Condominium Bylaws.

(d) "Common Elements," where used without modification, means both the General and Limited Common Elements, as defined in Article V hereof.

(e) "Condominium Bylaws" or "Bylaws" means Exhibit A hereto, being the bylaws setting forth the substantive rights and obligations of the Co-Owners and required by Section 53 of the Act to be recorded as part of the Master Deed. The Bylaws shall also constitute the corporate bylaws of the Association as provided for under the Michigan Nonprofit Corporation Act.

(f) "Condominium Documents" means and includes this Master Deed, Exhibits A and B hereto, and the Articles of Incorporation, Bylaws and the Rules and Regulations, if any, of the Association.

(g) “Condominium Premises” means and includes the land described in Article II hereof, and all buildings, improvements and structures thereon, and all easements, rights and appurtenances belonging to the Condominium Project.

(h) “Condominium Project”, “Condominium” or “Project” means CHESTNUT LANDING BUSINESS PARK, a Condominium Project established pursuant to the Act.

(i) “Condominium Subdivision Plan” or “Plan” means the Plan attached to this Master Deed as Exhibit B. The Plan assigns a number to each Unit and includes a description of the nature, location and approximate size of certain Common Elements.

(j) “Condominium Unit” or “Unit” each means that portion of the Condominium Project designed and intended for separate ownership and use, as described on Exhibit B hereto.

(k) “Consolidating Master Deed” means the final amended Master Deed which shall describe CHESTNUT LANDING BUSINESS PARK as a completed Condominium Project and shall reflect the entire land area in the Condominium Project, and all Units and Common Elements therein, as constructed, and which shall express percentages of value pertinent to each Unit as finally readjusted. Such Consolidating Master Deed, if and when recorded in the office of the Livingston County Register of Deeds, shall supersede the previously recorded Master Deed for the Condominium and all amendments thereto.

(l) “Co-Owner,” “Owner” or “Member” each means a person, firm, corporation, partnership, trust or other legal entity or any combination thereof who or which owns one or more Units in the Condominium Project. The term “Co-Owner” includes a land contract vendee unless the land contract provides otherwise and notice of such fact is of record with the Livingston County Register of Deeds. However, a land contract vendor and vendee shall have joint and several liability for assessments levied by the Association under Article V of the Condominium Bylaws. The term “Owner,” wherever used, shall be synonymous with the term “Co-Owner.”

(m) “Development and Sales Period” means the period commencing with the recording of this Master Deed and continuing for so long as Developer owns any Unit.

(n) “Developer” means CHESTNUT LANDING, LLC, a Michigan limited liability company, which has prepared and executed this Master Deed, and shall include its successors and assigns.

(o) “First Annual Meeting” means the initial meeting at which non-developer Co-owners are permitted to vote for the election of all Directors and upon all other matters which properly may be brought before the meeting. Such meeting is to be held (a) in the Developer’s sole discretion after 50% of the Units that may be created are sold, or (b) mandatorily within (i) 54 months from the date of the first Unit conveyance, or (ii) 120 days after 75% of the Units that may be created are sold, whichever first occurs.

(p) “General Common Elements” means those Common Elements of the Condominium Project described in Article V, Section A of this Master Deed which are for the use and enjoyment of all Co-Owners, subject to such charges as may be assessed to defray the cost of the operation thereof.

(q) “Limited Common Elements” means those Common Elements of the Condominium Project described in Article V, Section B of this Master Deed which are reserved for the exclusive use of the Co-Owners of a specified Unit or Units.

(r) “Master Deed” means this Master Deed, including Exhibits A and B hereto, both of which are hereby incorporated by reference and made a part hereof.

(s) “Mortgagee(s)” means the named mortgagee or owner of any mortgage on all or any portion of the Condominium or any Unit therein.

(t) “Percentage(s) of Value” means the percentage assigned to each Condominium Unit in Article VI of the Master Deed. Percentages of Value shall be determinative only with respect to those matters to which they are specifically deemed to relate either in the Condominium Documents or in the Act.

(u) The phrase “successors and assigns” means, when used in relationship to the Developer, (i) such person or persons, corporations, partnership, trusts or other legal entities as may, by way of merger, consolidation, acquisition, liquidation or otherwise, acquire all of the rights, duties and obligations which the Developer may have in or with respect to the Condominium Project at the time of such acquisition, whether voluntarily or by operation of law, and (ii) such person or persons, corporations, partnership, trusts or other legal entities to whom the Developer may voluntarily transfer, by one or more duly recordable instruments in writing, any specific item of property, easement, right or power reserved to the Developer by the terms of this Master Deed or any other Condominium Document. Neither the Association nor any Co-Owner of a Unit shall be deemed to be or treated in any manner whatsoever as the successor or assign of the Developer with respect to any item of property, easement, right or power reserved to the Developer by the terms of this Master Deed or any other Condominium Document, in the absence of an instrument in writing in duly recordable form expressly providing to the contrary.

(v) “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 Co-Owners unaffiliated with the Developer exceed the votes that may be cast by the Developer.

Terms not defined herein, but defined in the Act, shall carry the meanings given them in the Act unless the context clearly indicates to the contrary. Whenever any reference herein is made to one gender, the same shall include a reference to any and all genders where such a reference would be appropriate; similarly, whenever a reference is made herein to the singular, a reference shall also be included to the plural where such a reference would be appropriate, and vice versa.

ARTICLE IV TITLE AND NATURE

The Condominium Project shall be known as CHESTNUT LANDING BUSINESS PARK, Livingston County Subdivision Plan No. _____. The architectural plans for the Condominium Project have been filed with the Genoa Charter Township, Livingston County, Michigan. The improvements contained in the Condominium Project, including the number, boundaries, dimensions and area of each Unit, are set forth completely in the Condominium Subdivision Plan

attached hereto as Exhibit B. Each building in the Condominium Project shall be a Unit and each contains space to be used for office, business, or medical purposes, and each Unit has been designed and intended for separate ownership and use, as evidenced by individual entrances from and exits to a Common Element of the Condominium Project. Each Co-Owner in the Condominium Project shall have an exclusive right to occupy his Unit, to lease space in the Unit to business tenants and shall have undivided and inseparable rights to share with other Co-Owners the use and enjoyment of Common Elements as more detailed below.

ARTICLE V
COMMON ELEMENTS

The Common Elements of the Condominium Project as depicted on the Condominium Subdivision Plan and the respective responsibilities for maintenance, decoration, repair or replacement thereof are as follows:

A. General Common Elements. The General Common Elements are:

(1) The Real Property described in Article II hereof, including the roads, and retaining walls, and portions of parking areas, lawns, landscaping and yards, marked as General Common Elements on Exhibit B and all rights of each pertaining thereto;

(2) All utility rights-of-way as indicated on the Condominium Subdivision Plan or otherwise of record;

(3) The electrical wiring throughout the Condominium Project, including that contained within Unit walls, up to the point of connection with, but not including, electrical fixtures, plugs and switches within any Unit;

(4) The telephone wiring throughout the Condominium Project to the point of connection with any Unit;

(5) The plumbing network throughout the Condominium Project up to the point of connection with plumbing fixtures within any Unit;

(6) The water distribution system, storm water discharge and detention system and sanitary sewer system throughout the Condominium Project; up to the point such systems are connected with their respective mains in the road right of way;

(7) The gas line network throughout the Condominium Project up to the point of connection with gas fixtures in any Unit;

(8) Any network or telecommunications facilities that may from time to time be installed for the benefit of the entire Condominium Project and not an individual Unit;

(9) All sprinkler systems, if any, when installed by the Developer, to serve general common lawn areas throughout the Condominium Project;

(10) The entryway or directional signage for the Condominium Project located along Grand River, or placed upon any Common Element;

(11) Such other elements of the Condominium Project not herein designated as General or Limited Common Elements which are not enclosed within the boundaries of any Unit, and which are intended for common use by all the Co-Owners or are necessary to the existence, upkeep and safety of the Condominium Project.

Some or all of the utility lines, systems (including mains and service leads) and equipment and the cable television system described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility lines, systems and equipment and the cable television system shall be General Common Elements only to the extent of the Co-Owners' interest therein, if any, and Developer makes no warranty whatever with respect to the nature or extent of such interest, if any.

B. Limited Common Elements. The Limited Common Elements, which, except as otherwise provided in this Subsection B, shall be appurtenant to the Unit or Units to which they are attached or adjacent or which they service (or which they are deemed by Exhibit B to benefit) and limited in use to the owners of such Unit or Units, or their designee, are:

(1) The mailbox serving each Unit, if any;

(2) The garbage dumpsters designated for each respective Unit or Units;

(3) The sidewalks, parking areas, lawn areas and landscaping immediately surrounding either Unit 1 or Units 2 and 3, and serving such individual Unit or Units as depicted on Exhibit B;

(4) The mechanical room located between Units 2 and 3 as depicted on Exhibit B, and all HVAC and other mechanical or electrical equipment located in such room which is for the benefit of and services Units 2 and 3;

(5) With respect to Units 2 and 3, the foundations, supporting columns, Unit perimeter walls and other walls as shown on Exhibit B, roofs, ceilings, and any space between the ceiling and the roof, between the ground or foundation and the ground level construction, between the basement level and the ground level construction, and between the ground or foundation and the basement level construction; and

(6) Such other elements of the Project that are not designated as General or Limited Common Elements and which are not enclosed within the boundaries of a Unit and which are intended for the use of a specific Unit.

C. Upkeep of Common Elements; Payment of Utility Bills. The respective responsibilities for the maintenance, decoration, repair and replacement of the Common Elements and for the payment of utility bills are as follows:

(1) The cost of decorating and maintaining, all Limited Common Elements referred to in Article V, Sections B(1) above as well as cost of decorating, maintaining, repairing

and replacing such items servicing a Unit that are not Common Elements, whether or not they are within the Unit they service, shall be the sole responsibility of the Co-Owner or Co-Owners whose Unit or Units are serviced by such items as designated on Exhibit B. Units 2 and 3 shall be equally responsible for maintaining, decorating, repairing and replacing all Limited Common Elements servicing their Units; unless, however, the need for maintenance, repair or replacement is due to the act or neglect of a Co-Owner or his agent, guest, invitee, for which such Co-Owner shall be wholly responsible. In the event there is a disagreement between the Co-Owners of Units 2 and 3 regarding any maintenance, repair or replacement of a Limited Common Element, the Board of Directions of the Association shall make the determination regarding the maintenance, repair or replacement as appropriate.

(2) Except as provided above, the Association shall be responsible for maintaining, decorating, repairing and replacing all General Common Elements to be assessed to all Co-Owners equally; unless, however, the need for maintenance, repair or replacement is due to the act or neglect of a Co-Owner or his agent, guest, invitee, for which such Co-Owner shall be wholly responsible. Except as otherwise provided herein or in the Condominium Bylaws, any damage caused to a Unit or its contents by the maintenance or by repair activities of the Association with respect to the Common Elements shall be repaired at the expense of the Association. The obligation of the Association for the maintenance and repair of Common Elements, including but not limited to roads, detention basins, landscaping, parking areas, and retaining walls shall not be diminished or in any way altered by easements granted over such Common Elements to the Genoa Charter Township or any other party.

(3) Each Co-Owner shall be responsible for payment of the utilities and services attributable solely to its Unit.

(4) In the absence of performance of the above by the Co-owner involved, the Association may undertake the maintenance of such Unit or Limited Common Element after it has delivered written notice thereof at least fifteen (15) days prior to such work, except in the case of an emergency where no prior notice shall be required. If such work is performed upon a Unit or Limited Common Element by the Association, the individual Co-owner thereof shall reimburse the Association for all costs thereof within fifteen (15) days of billing or the Association shall have the right to recover its expenses in the same manner as established for the collection of assessments in Article V of the Bylaws. In no event shall the Association be liable for the decoration, maintenance, repair, or replacement of any portion of the interior of any Unit.

D. Use of Common Elements. No Co-Owner shall use his Unit or the Common Elements in any manner inconsistent with the purposes of the Condominium Project or in any manner which will interfere with or impair the rights of any other Co-Owner in the use and enjoyment of his Unit or the Common Elements.

E. Alterations. Until the Developer has sold all of the Units in the Condominium Project, it may, in its discretion, with the approval of the Genoa Charter Township (1) modify the dimensions of unsold Units, the General Common Elements and Limited Common Elements appurtenant to any Unit, by enlargement, combination, division or reduction in size and (2) make such structural alterations as it deems necessary or appropriate to any unsold Units or Common Elements. However, no such modifications or alterations may be performed which would

unreasonably impair or diminish the appearance of the Project or the view, privacy or other significant attribute or amenity of any Unit sold by Developer which adjoins or is proximate to the modified Unit. Such modifications may be made, in the Developer's sole discretion, subject to complying with Genoa Charter Township's ordinances as necessary and any new responsibility for maintenance, repair and replacement therefor must be assigned by an amendment to this Master Deed which may be affected solely by Developer without the consent of any other person. No Unit altered or modified in accordance with the provisions of this section shall be conveyed until an amendment to this Master Deed effectuating such modification is recorded. The Developer may, in connection with any such amendment, readjust Percentages of Value for all Units in a manner, which gives a reasonable recognition to such Unit or Common Element modifications based upon the method of original determination of Percentages of Value for the Condominium Project.

All of the Co-Owners and Mortgagees of Units and other persons interested or to become interested in the Condominium Project from time to time shall be deemed to have unanimously consented to such amendment or amendments to this Master Deed to effectuate the foregoing and subject to the limitations set forth herein, proportionate reallocation of Percentages of Value of existing Units which Developer may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing.

F. Reassignment of Limited Common Elements. A Limited Common Element, such as a parking space, may be reassigned, after notice to any affected Mortgagee, by a written application to the Board of Directors of the Association signed by the Co-owners whose interest will be affected thereby. Upon receipt of such application, the Board shall promptly prepare or cause to be prepared and executed an amendment to this Master Deed reassigning all rights and obligations with respect to the Limited Common Elements involved, and shall deliver such amendment to the Co-owners of the Units affected upon payment by them of all reasonable costs for the preparation and approval thereof.

ARTICLE VI UNIT DESCRIPTION AND PERCENTAGE OF VALUE

A. Description. A complete description of each Unit, with elevations therein referenced to an official benchmark of the United States Geological Survey sufficient to relocate accurately the space enclosed by the description without reference to the structure itself, is set forth in the Condominium Subdivision Plan. Unit 1 in the Condominium Project, as described in the Condominium Subdivision Plan, shall include the entire structure of such Unit, including roof and exterior walls, plus all that space contained within the Unit. Units 2 and 3 in the Condominium Project, as described in the Condominium Subdivision Plan shall include all of the area contained within the Unit boundaries as shown on the floor plans and sections in Exhibit B hereto and delineated with heavy outlines, but not any Common Elements contained thereon. Detailed architectural plans for the Condominium Project will be placed on file with the Genoa Charter Township, Livingston County, Michigan.

B. Percentages of Value. The total value of the project is one hundred percent (100%). Unit 1 shall be determined to have fifty percent (50%) and Units 2 and 3 shall each be determined to have twenty five percent (25%) value.

ARTICLE VII
EASEMENTS

A. Easements for Maintenance and Related Matters.

(1) Encroachments. If all or any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to shifting, settling or moving of a building, or of a foundation or support, or due to survey errors, construction deviations, reconstruction, replacement, renovation or repair, reciprocal easements, respectively benefiting and burdening each such Unit or Common Element, shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any partial or total destruction.

(2) Maintenance and Utilities. Perpetual easements shall also exist and are hereby granted to, through, over, under and across the Condominium Premises, including all Units and interior walls, (a) in favor of the Developer, the Association and all Co-Owners for the maintenance and repair (including replacement) of Common Elements and Units, and (b) in favor of the various utility companies providing service and the Genoa Charter Township, as may be reasonable for the installation and continuing maintenance and repair (including replacement) of all utilities in the Condominium Project, including, but not necessarily limited to, light, heat, power, sewer, water, security system, cable TV system, storm water discharge and detention and communications, which utilities are sometimes collectively referred to in this Article VII as “utilities” or “utility services.” These easements include, without limitation, the right to obtain access to Common Elements located within any Unit or its appurtenant Limited Common Elements, during reasonable hours and upon reasonable notice, except in cases of emergency where no prior notice is required.

(3) Structural Support. Every portion of a Unit that contributes to the structural support of a building shall be burdened with an easement of structural support for the benefit of the Common Elements.

B. Easements Retained by Developer.

(1) Roadway Easements. In addition to all other rights reserved to it hereunder, the Developer, its successors and assigns, hereby reserves for the benefit of itself, its agents, employees, guests, invitees, independent contractors, successors and assigns, a perpetual, non-exclusive easement for the unrestricted use of all road and walkways now or hereafter located in the Condominium Project for the purpose of:

(a) ingress to and egress from all or any portion of:

(i) the Condominium Premises, including any property hereafter contracted out of the Condominium; and

(ii) any other land adjacent to or in the vicinity of the Condominium Project now owned or hereafter acquired by the Developer;

(b) complying with any governmental regulation, or installing and servicing the roads, utility drains as shown on the Condominium Subdivision Plan attached hereto as Exhibit B; or

(c) for any other lawful purpose, including installation of utilities.

(2) Use of Facilities. The Developer, and its duly authorized agents, representatives and employees, may maintain offices, model Units and other facilities on the Condominium Premises and engage in any acts reasonably necessary to facilitate the construction and sale of Units in the Condominium Project. In connection therewith, the Developer shall have full and free access to all Common Elements and unsold Units.

(3) Repair and Replacement. The Developer retains for the benefit of itself and to all assigns or designated representatives and any utility company and the Genoa Charter Township, and to the burden of the Condominium Premises, the right to enter the Condominium Project for the purpose of exercising any of the Developer's rights described herein, including the right to and do all the things necessary to install, maintain, repair, replace or inspect facilities within the purview of their responsibilities. Such right shall include the right granted to the Genoa Charter Township to maintain, repair, replace or inspect any Common Elements or Limited Common Elements that are the responsibility of the Developer or the Association under the Condominium Documents in the event, in the reasonable opinion of the Genoa Charter Township, such responsibility is not being maintained by the Developer or the Association and is causing a potential threat to the health, welfare or safety of the public or the Members. No actions taken by the Genoa Charter Township shall in any respect be deemed to create any obligation or liability for the Limited Common Elements or Common Elements. The Association shall be deemed to hold the Genoa Charter Township harmless from any and all liabilities, claims, costs, or expenses that may arise as a result of claims filed against the Genoa Charter Township by third parties which result specifically from the failure of the Developer or Association to repair, maintain or replace any Limited Common Elements or Common Elements. In the event the Genoa Charter Township takes any action under this section to repair, maintain or replace any Limited Common Elements or Common Elements, the Association shall reimburse the Genoa Charter Township for all costs thereof within fifteen (15) days of billing or the same shall become a lien upon the Condominium Premises.

(4) Hook-Up of Utilities. The Developer reserves for the benefit of itself, its agents, employees, independent contractors, successors and assigns, and hereby grants for the benefit of any appropriate utility company and the Genoa Charter Township, perpetual easements to enter upon and across the Condominium Premises and lay pipes and cables and do all other things reasonably necessary to utilize, tap and tie into, and to construct, extend and enlarge, all utility services or systems now or hereafter located on the Real Property described in Article II hereof, or as indicated on Exhibit B to this master Deed, to service all or any portion of the condominium project or other property outside the Condominium Project.

(5) Future Utility Easements. The Developer further reserves the right at any time to grant easements for utilities over, under and across the Common Elements to (i) appropriate governmental agencies, including the Genoa Charter Township or public utility companies, (ii) any property hereafter contracted out of the Condominium, the Contraction Property, or any other land adjacent to or in the vicinity of the Condominium Project now owned or hereinafter acquired by Developer, and to transfer title to utilities to governmental agencies or to utility companies, provided such easements do not disturb, or interfere with the use of, any Unit. Any such easement or transfer of title may be made by the Developer without the consent of any Co-owner, Mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to the Plan, which amendment shall be recorded in the Livingston County Records. All of the Co-owners and Mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed as may be required to effectuate the foregoing grant of easement or transfer of title.

(6) Future Easements, Licenses and Rights-of-Way. With the prior written consent of the Developer, the Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the Transitional Control Date) shall be empowered and obligated to grant such easements, licenses, rights-of entry and rights-of-way over, under and across the Common Elements of the Condominium for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium. The Association shall not grant any such right that materially adversely affects any Co-owner without the consent of such Co-owner.

(7) Modification of Easements. No easements or right established pursuant to this Article may be modified or terminated, nor may any of the obligations relating thereto be varied, except as provided in the separate instrument creating such easement or right or, if no such separate instrument exists, without the consent of the Developer, the Association, and each Co-owner and Mortgagee benefiting from such easement or right.

C. Reserved Easements.

(1) Dedication of Right-of-Way. The Developer reserves the right, at any time during the Development and Sales Period, to dedicate to the public a right-of-way of such width as may be required by the local public authority over any or all of the roadways in the Condominium Project, shown as General Common Elements in the Condominium Subdivision Plan. Such dedication shall also include all gas and water lines, and all streetlights, located within the right-of-way.

(2) Dedication of Certain Utilities. The Developer or the Association as the case may be shall dedicate to the public all such sanitary sewer and water mains or storm drainage system that are within the road right of way and that are not defined as general common elements herein.

(3) Storm Sewer and Detention Basin Easement. The Developer reserves the right, at any time during the Development and Sales Period, to grant easements to the Genoa Charter Township for the maintenance, inspection, testing and repair of the storm sewer system and

detention basin constituting General Common Elements and located within and serving the Condominium Project. The Association shall be responsible for repair and maintenance of the storm sewer and detention basin. In the event the Association fails to properly maintain or repair those portions of the sanitary sewer, water system, the storm sewer and detention basin that are identified as general common elements, the Township shall have the right, but not the responsibility, to enter onto the Condominium Premises and conduct needed repairs and/or maintenance. In such event, the Association shall be responsible for reimbursing the Genoa Charter Township for the costs and expenses incurred in connection with such maintenance and repair, which costs and expenses shall be assessed to all Co-Owners according to their Percentages of Value.

(4) Emergency Vehicle and Public Services Access Easement. There shall exist for the benefit of the Genoa Charter Township, any emergency service agency and the United States Postal Service (“USPS”), an easement over all roads in the Condominium for use by the Genoa Charter Township service providers, USPS, garbage collection and/or emergency vehicles. Said easement shall be for purposes of ingress and egress to provide, without limitation, fire and police protection, ambulance and rescue services and other lawful governmental or private emergency services to the Condominium Project and Co-owners thereof.

D. Termination of Easements. Developer reserves the right with the prior approval of the Genoa Charter Township to terminate and revoke any utility or other easement granted in this Master Deed at such time as the particular easement has become unnecessary. No easement for a utility may be terminated or revoked unless and until all Units served by it are adequately served by an appropriate substitute or replacement utility on a shared-maintenance basis. Any termination or revocation of any such easement shall be effected by the recordation of an appropriate amendment to this Master Deed in accordance with the requirements of the Act.

ARTICLE VIII AMENDMENT AND TERMINATION

Except as otherwise expressly provided in this Master Deed or in the Act, the Condominium Project shall not be terminated, vacated, revoked or abandoned except as provided in the Act, nor may any of the provisions of this Master Deed or Exhibit B be amended (but Exhibit A hereto may be amended as therein provided) except as follows:

A. Amendments.

(1) Without Co-Owner and Mortgagee Consent. The Condominium Documents may be amended by the Developer or the Association without the consent of Co-Owners or Mortgagees for any purpose if the amendment does not materially alter or change the rights of a Co-Owner or Mortgagee. Amendments modifying the types and sizes of unsold Units and their appurtenant Common Elements, showing minor architectural variances and modifications to a Unit, correcting survey or other errors made in the Condominium Documents, or for the purpose of facilitating mortgage loan financing for existing or prospective Co-Owners and to enable the purchase or insurance of such mortgage loans by any institutional participant, shall be examples of amendments which do not materially alter or change the rights of a Co-Owner or Mortgagee.

(2) With Co-Owner and Mortgagee Consent. An amendment may be made, even if it will materially alter or change the rights of the Co-owners or Mortgagees, with the consent of not less than two-thirds (2/3) of the votes of the Co-owners entitled to vote as of the record date of such vote and two-thirds (2/3) of the votes of the Mortgagees; provided, that a Co-owner's Unit dimensions or Limited Common Elements may not be modified without his consent, nor may the formula used to determine Percentages of Value for the Project or provisions relating to the purpose of usage, ability or terms under which a Unit currently is leased or may be rented be modified without the consent of the Developer and each affected Co-owner and Mortgagee. Rights reserved by the Developer herein, including without limitation rights to amend for purposes of expansion and/or modification of Units, shall not be amended without the written consent of the Developer so long as the Developer or its successors or assigns continue to own or to offer for sale any Unit in the Project, have the right to create one or more additional Units, or continues to own any interest in the Real Property. For purposes of this subsection, a Mortgagee shall have one vote for each mortgage held.

(3) Material Amendment By Developer. A material amendment may also be made unilaterally by the Developer without the consent of any Co-owner or Mortgagee for the specific purpose(s) reserved by the Developer in this Master Deed. During the Development and Sales Period, this Master Deed shall not be amended nor shall the provisions of this Master Deed be modified in any way without the written consent of the Developer or its successors or assigns.

(4) Developer's Reserved Amendments. Notwithstanding any contrary provision of the Condominium Documents, Developer reserves the right to amend materially this Master Deed or any of its exhibits for any of the following purposes:

(a) To amend the Condominium Bylaws, subject to any restrictions on amendments stated therein;

(b) To correct arithmetic errors, typographical errors, survey or plan errors, deviations in construction or any similar errors in the Master Deed, Condominium Subdivision Plan or Condominium Bylaws, or to correct errors in the boundaries or locations of improvements including revising the Subdivision Plan to fully comply with the applicable regulations;

(c) To clarify or explain the provisions of this Master Deed or its exhibits;

(d) To comply with the Act or rules promulgated thereunder or with any requirements of any governmental or quasi-governmental agency or any financing institution providing mortgages on units in the Condominium Premises;

(e) To create, grant, make, define or limit easements affecting the Condominium Premises;

(f) To record an "as built" Condominium Subdivision Plan and/or consolidating Master Deed and/or to designate any improvements shown on the Plan as "must be built," subject to any limitations or obligations imposed by the Act;

(g) To terminate or eliminate reference to any right which Developer has reserved to itself herein; and

(h) To make alterations described in Article V, Section E, Article VI, Section B and Article VIII above, even if the number of Units in the Condominium Project would thereby be increased or reduced.

Amendments of the type described in this subsection (4) may be made by the Developer without the consent of Co-owners or Mortgagees, and any Co-owner or Mortgagee having an interest in a Unit affected by such an amendment shall join with the Developer in amending this Master Deed.

(5) Costs and Expenses; Notice. 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 upon a vote of the prescribed majority of Co-owners and Mortgagees, the costs of which are expenses of administration. The Co-owners and Mortgagees of record shall be notified of proposed amendments under this Section not less than ten (10) days before the amendment is recorded.

(6) Developer Consent Required. Articles II, V, VI, VII, VIII, IX and X shall not be amended, nor shall the provisions thereof be modified by any other amendment to this Master Deed, without the written consent of the Developer, so long as the Developer owns any Unit in the Condominium. Developer's reservation of easement rights for adjacent property and Developer's right to consent to all easements affecting the Project, shall be perpetual and cannot be amended.

(7) Genoa Charter Township Consent Required. No amendment of this Master Deed or the Condominium documents may be made without the prior written consent of the Genoa Charter Township, if such amendment would affect a right of the Genoa Charter Township set forth or reserved with in this Master Deed or in the condominium documents.

B. Termination. If there is a Co-Owner other than the Developer, the Project may be terminated only with consent of the Developer and not less than 80% of the Co-Owners and Mortgagees, as follows:

(1) Execution of Agreement. Agreement of the required number of Co-owners and Mortgagees to termination of the Project shall be evidenced by their execution of the termination agreement or of ratifications thereof, and the termination shall become effective only when the agreement is so evidenced of record.

(2) Ownership of Project. Upon recordation of an instrument terminating the Project, the property constituting the Condominium shall be owned by the Co-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 Co-owner or the heirs, successors, or assigns thereof shall have an exclusive right of occupancy of that portion of the property, which formerly constituted the Condominium Unit.

(3) Ownership of Association Assets. Upon recordation of an instrument terminating the Project, any rights the Co-owners may have to the assets of the Association shall

be in proportion to their respective undivided interests in the Common Elements immediately before recordation. Any common profits shall be distributed in the same proportions except as otherwise required under the Condominium Documents and the Act.

(4) Notice of Termination. 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 deposited funds.

ARTICLE IX
ASSIGNMENT

Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the power to approve or disapprove any act, use or proposed action or any other matter or thing, may be assigned by Developer to any other entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing duly recorded in the Office of the Livingston County Register of Deeds.

ARTICLE X
SEVERABILITY

If any provision of this Master Deed shall be determined to be invalid or unenforceable by a court of competent jurisdiction, such determination shall not render this entire Master Deed invalid or unenforceable, and the provisions of this Master Deed not subject to such determination shall survive, unaffected thereby.

ARTICLE XI
CONTROLLING LAW

The provisions of the Act, and of the other laws of the State of Michigan, shall be applicable to and govern this Master Deed and all activities related hereto.

SIGNATURES NEXT PAGE

The undersigned has executed this Master Deed as of the date first written above.

CHESTNUT LANDING, LLC

By: _____

Steve Gronow

Its: Manager

STATE OF MICHIGAN)

) SS.

COUNTY OF LIVINGSTON)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by STEVE GRONOW, the Manager of CHESTNUT LANDING, LLC, a Michigan limited liability company, on behalf of said company.

Notary Public

Livingston County, Michigan

My Commission Expires: _____

THIS MASTER DEED WAS PREPARED BY:

COOPER & RIESTERER, PLC.

Catherine A. Riesterer

7960 W. Grand River, Ste. 270

Brighton, MI 48814

810-227-3103

WHEN RECORDED, RETURN TO PREPARER

EXHIBIT A

CONDOMINIUM BYLAWS

OF

CHESTNUT LANDING BUSINESS PARK

DEVELOPER:
CHESTNUT DEVELOPMENT, LLC
6253 Grand River
Brighton, Michigan 48114

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CONDOMINIUM BYLAWS
OF
CHESTNUT LANDING BUSINESS PARK

ARTICLE I
THE CONDOMINIUM

Section 1. Organization. Chestnut Landing Business Park, a medical and business office condominium located in the Genoa Charter Township, Livingston County, Michigan (the “Condominium”), shall be administered by an association of Co-Owners (the “Association”), which shall be organized as a nonprofit corporation under the laws of the State of Michigan. The Association will be responsible for the management, maintenance, operation and administration of the Common Elements, easements and, generally, the affairs of the Condominium in accordance with the Master Deed, these Condominium Bylaws, the Articles of Incorporation, Rules and Regulations of the Association, and the laws of the State of Michigan.

Section 2. Compliance. All present and future Co-Owners (who shall be “Members” of the Association as provided in Article II, Section 1, below; the terms “Member” and “Co-Owner” are used interchangeably herein), Mortgagees, tenants and all other persons who may in any manner use, enter upon or acquire any interest in the Condominium Premises, or any Condominium Unit, shall be subject to and comply with the provisions of the Act, the Master Deed, these Condominium Bylaws, and the Articles of Incorporation, Rules and Regulations of the Association including, without limitation, any provision thereof pertaining to the use and operation of the Condominium Premises and the Condominium. The acceptance of a deed or conveyance, the taking of a mortgage, the execution of a lease, the act of occupying a Unit, or presence in the Condominium shall constitute an acceptance of the provisions of these documents and an agreement to comply therewith.

Section 3. Purpose of Bylaws. These Condominium Bylaws govern the general operation, maintenance, administration, use and occupancy of the Condominium, and all such activities shall be performed in accordance with the provisions hereof. Capitalized terms used herein and not defined to the contrary shall have the meanings set forth in the Master Deed.

ARTICLE II
MEMBERSHIP AND VOTING

Section 1. Membership. Each Co-Owner of a Condominium Unit, present and future, shall be a Member of the Association during the terms of such ownership, and no other person or entity shall be entitled to Membership. Neither Association Membership nor the share of a Member in the Association funds and assets shall be assigned, pledged or transferred in any manner, except as an appurtenance to a Condominium Unit, and any attempted assignment, pledge or transfer in violation of this provision shall be wholly void.

Section 2. Voting Rights. Except as limited in the Master Deed and in these Condominium Bylaws, the Members owning each Unit shall collectively be entitled to one vote, the value of which shall equal the total Percentage of Value assigned to the Unit or Units owned by them in Article VI, Section B of the Master Deed. Voting shall be by value, except in those instances where voting is specifically required to be by number, or both by value and by number, and no accumulation of votes shall be permitted.

Section 3. Persons Entitled to Vote. If one person owns a Unit, it shall establish its Membership in the Association and its right to vote by presenting evidence of its ownership. If more than one person owns a Unit, or the Unit is leased, all of the record owners of the Unit shall sign and file with the Secretary of the Association a certificate designating the person entitled to exercise the Unit's Membership in the Association, to cast the vote for the Unit and to receive all notices and other communications from the Association. Such certificate shall state the name and address of the individual representative designated, the number or numbers of the Unit or Units owned, the name and address of the person or persons, firm, corporation, partnership, association, trust or other legal entity who is the Co-Owner thereof, and shall be signed and dated by all Co-Owners of record. All certificates shall be valid until revoked, until superseded by a subsequent certificate, or until a change occurs in the record ownership of the Unit concerned. The Developer shall, at any meeting, be entitled to cast a vote on behalf of each Unit it owns without submitting any proof of ownership.

Section 4. Method of Voting. Votes on a specific issue may be cast in person. In addition, any person entitled to vote at any meeting may also appear and vote via telecommunications equipment by which all persons participating in the meeting may hear each other; provided that all participants are advised of the communications equipment and the names of the participants in the conference are divulged to all participants, or appear and vote (either specifically on an issue or by the general designation of a person to cast a vote) by written proxy. Proxies may be made by any person entitled to vote. They shall be valid only for the particular meeting designated, and any adjournment thereof, and must be filed with the Association before the appointed time of the meeting.

Section 5. Majority. At any meeting of the Members at which a quorum is present, fifty-one percent (51%) in value of the Members voting, whether in person, by telecommunications or by proxy, on any particular matter, shall constitute a majority for the approval of such matter, except as otherwise required herein, by the Master Deed or by law.

ARTICLE III MEETINGS AND QUORUM

Section 1. First Meeting of Members. The first meeting of the Members of the Association may be convened only by the Board of Directors and may be called at any time upon ten (10) days' written notice to all Members. In no event, however, shall the first meeting be held later than: (a) one hundred twenty (120) days after legal or equitable title to seventy-five percent (75%) of the Condominium Units in the Condominium Project that may be created has been conveyed to non-Developer Co-Owners; or (b) fifty-four (54) months after the first conveyance of legal or equitable title to a Condominium Unit to a non-Developer Co-Owner, whichever first occurs. The Board of Directors may call meetings of Members of the Association for informational

or other appropriate purposes prior to the first meeting of Members, but no such meeting shall be construed as the first meeting of Members.

Section 2. Advisory Committee. The Board of Directors shall establish an Advisory Committee of non-Developer Members upon the passage of: (a) one hundred twenty (120) days after legal or equitable title to thirty-three and one-third percent (33 1/3 %) of Condominium Units in the Condominium Project that may be created have been conveyed to non-Developer Co-Owners; or (b) one (1) year after the initial conveyance of legal or equitable title to a Condominium Unit to a non-Developer Co-Owner, whichever first occurs. The Advisory Committee shall meet with the Board of Directors to facilitate communication with the non-Developer Members and to aid in transferring control from the Developer to non-developer Members. The Advisory Committee shall be composed of not less than one (1) nor more than three (3) non-Developer Members, who shall be appointed by the Board of Directors in any manner it selects, and who shall serve at the pleasure of the Board of Directors. The Advisory Committee shall automatically dissolve following the election of a majority of the Board of Directors by non-Developer Co-Owners. The Advisory Committee shall meet at least semiannually with the Board of Directors. Reasonable notice of such meetings shall be provided to all Members of the Advisory Committee, and such meetings may be open or closed, in the discretion of the Board of Directors.

Section 3. Annual Meeting of Members. Following the first meeting of Members, and in addition to subsequent meetings called for the purpose of electing Directors, as provided in Article IV, Section 1, below, an annual meeting of the Members shall be held each year on September 15 and at such place as determined by the Board of Directors. At least ten (10) days but not more than sixty (60) days prior to the date of an annual meeting, written notice of the time, place and purpose of such meeting shall be sent by first-class mail, postage prepaid, to each person entitled to vote at the meeting.

Section 4. Special Meetings of Members. It shall be the duty of the President to call a special meeting of the Members upon a petition signed by one-third (1/3) of the Members in number and presented to the Secretary of the Association or upon the direction of a majority of the Board of Directors. Notice of any special meeting shall state the time and place of such meeting and the purposes thereof and shall be given at least ten (10) days but not more than sixty (60) days prior to the date of such meeting. No business shall be transacted at a special meeting except as stated in the notice.

Section 5. Quorum of Members. Unless otherwise provided herein, the presence, in person or by proxy, of thirty-five percent (35%) in number and value of the Members entitled to vote shall constitute a quorum of Members. If a quorum shall not be present at any meeting, the Members present may adjourn the meeting for not more than thirty (30) days.

ARTICLE IV ADMINISTRATION

Section 1. Board of Directors. The affairs of the Association shall be governed by a Board of Directors all of whom must be Members of the Association or Officers, partners, trustees, employees, agents or spouses of Members of the Association except for the first Board of Directors and any Directors thereafter designated to the Board of Directors by the Developer as hereinbelow

provided in this Article IV. Directors shall serve without compensation; provided, however, that Directors may be reimbursed for reasonable travel and other expenses incurred in discharging their duties pursuant to and in accordance with such reimbursement policies as may be from time to time established by the Board of Directors or by the Members of the Association. The Board of Directors shall be established and selected in the following manner:

(a) The First Board of Directors shall be composed of those two (2) persons selected by the incorporator of the Association and such first Board of Directors shall manage the affairs of the Association until a successor Board of Directors is established as provided by this Article IV. Each subsequent Board of Directors shall be composed of not less than three (3) nor more than five (5) persons. The number of persons comprising each such subsequent Board of Directors shall be determined by the Developer until the earlier of such date as (i) legal or equitable title to seventy-five (75%) percent of the Units in the Condominium Project that may be created are conveyed to non-Developer Co-Owners, or (ii) shall be fifty-four (54) months after the date of the first conveyance of legal or equitable title of a Unit to a non-Developer Co-Owner. Thereafter, the number of persons comprising each subsequent Board of Directors shall be determined by vote of the Members prior to the establishment of each such Board of Directors; provided, however, that if a motion is not made and carried to increase or decrease the number of Directors, then the Board of Directors shall consist of the same number of persons as theretofore comprised the full Board of Directors.

(b) Not later than one hundred twenty (120) days after such date as legal or equitable title to twenty-five (25%) percent of the Units in the Condominium Project that may be created are conveyed to non-Developer Co-Owners, a special meeting of Members shall be held for the purpose of selecting a Board of Directors to replace the First Board of Directors. It shall be the duty of the President to call such meeting, and the duty of the Secretary to provide notice thereof to each Co-Owner, as otherwise provided by these Condominium Bylaws. At such meeting, the non-Developer Co-Owners shall elect at least one (1) Director and not less than twenty-five (25%) percent of all Members of the full Board of Directors being established, in accordance with the other applicable provisions of these Condominium Bylaws. The Developer shall be entitled to appoint all other persons to serve as Directors on such Board of Directors.

(c) Unless the Board of Directors shall already contain the number of non-Developer Co-Owner elected Directors hereinbelow set forth, then not later than one hundred twenty (120) days after such date as legal or equitable title to fifty (50%) percent of the Units in the Condominium Project that may be created are conveyed to non-Developer Co-Owners, a special meeting of Members shall be held for the purpose of selecting a Board of Directors to replace the Second Board of Directors. It shall be the duty of the President to call such meeting, if necessary, and the duty of the Secretary to provide notice thereof to each Co-Owner, if such meeting is called, as otherwise provided by these Condominium Bylaws. At such meeting, if any, the non-Developer Co-Owners shall elect at least one (1) Director and not less than thirty-three and one-third (33-1/3%) percent of all Members of the full Board of Directors being established, in accordance with the other applicable provisions of these Condominium Bylaws. The Developer shall be entitled to appoint all other persons to serve as Directors on such Board of Directors.

(d) Notwithstanding anything in subsections (b) and (c) of this Article IV to the contrary, except as otherwise provided by Subsection (e) below, not later than one hundred twenty

(120) days after such date as legal or equitable title to seventy-five (75%) percent of the Units in the Condominium Project that may be created are conveyed to non-Developer Co-Owners, and before conveyance of ninety (90%) percent of such Units, a special meeting of Members shall be held for the purpose of selecting a new Board of Directors, all the Members of which shall be elected by majority vote of the non-Developer Co-Owners. It shall be the duty of the President to call such meeting, and the duty of the Secretary to provide notice thereof to each Co-Owner, as otherwise provided by these Condominium Bylaws.

(e) Notwithstanding anything in this Article IV to the contrary, the Developer shall be entitled to appoint one (1) Director to the Board of Directors each and every time a new Board of Directors is established so long as, at the time any such new Board of Directors is created, the Developer owns and offers for sale ten (10%) percent or more of the Units in the Condominium Project or owns ten (10%) percent or more of the remaining Units that may be created.

(f) In lieu of holding any special meeting of Members for the purpose of establishing a new Board of Directors containing the number of non-Developer Co-Owners elected Directors required by subsections (b), (c), (d) or (g) of this Section, such new Board of Directors may be established, and non-Developer Co-Owner elected Directors may be elected, at the First or any subsequent annual meeting of Members held on or before such date as may be the latest date permitted by such provisions for reconstituting the Board of Directors as thereby required. Notice of the fact that a new Board of Directors will be established, and non-Developer Co-Owner elected Directors will be elected, at any such annual meeting need not be specified in the notice of such meeting given to Co-Owners as required by these Condominium Bylaws. Except as may be otherwise required by subsections (c), (d), and (g) of this Section, a Board of Directors established at any annual or special meeting of Members shall hold office and manage the affairs of the Association until the election of successor Directors at the next annual meeting of Members.

(g) Except as otherwise provided by subsection (e) of this Section, fifty-four (54) months from and after such date as legal or equitable title to a Unit in the Condominium Project is conveyed to a non-Developer Co-Owner, the non-Developer Co-Owners shall have the right to elect such number of Members of the Board of Directors as shall be equal to the Percentage of Units they hold, and the Developer shall be entitled to appoint such number of Members of the Board of Directors as shall be equal to the Percentage of Units owned by the Developer and for which all assessments are payable by the Developer. In addition, the Developer shall have the right to appoint one Member of the Board of Directors as provided by subsection (e) of this Section. Any Director or non-Developer Co-Owner may request a special meeting of the Members of the Association for the purpose of electing Directors as provided by this subsection (g) by giving written notice of such person's desire for such meeting to the President. Upon receipt of any such notice, it shall be the duty of the President to call such meeting for such a date as shall be no later than sixty (60) days subsequent to the date of its receipt of such request, and the duty of the Secretary to provide notice thereof to each Co-Owner, as otherwise provided by these Condominium Bylaws. Absent a special meeting of Members of the Association for purposes of electing Directors as provided by this Section, the Board of Directors then in office shall continue to serve until the next annual meeting of Members, at which time Directors shall be elected as provided by this or the then applicable subsection of this Section.

(h) As used in subsections (a) through (g) of this Section, and Sections 1 and 2 of Article III, the phrase “Units in the Condominium Project that may be created” means the maximum number of Units stated in the Master Deed that may be built by the Developer in all phases of the Condominium Project assuming the Developer fully exercises its right to expand the Condominium Project by adding additional land thereto or converting convertible areas as permitted thereby.

(i) For clarity since this is intended to be a Project containing three Units, with Units 2 and 3 comprising twenty five percent (25%) and Unit 1 comprising fifty percent (50%), the Board of Directors shall consist of five members, one each elected by Units 2 and 3, two elected by Unit 1, and one member elected by the Developer, as long as the Developer owns a Unit. After the Developer no longer owns a Unit, the Members may vote to operate as a Board with four members, or may jointly agree upon a fifth member. In the event they cannot agree upon a fifth member or, if while operating as a Board of four members they reach an impasse that prevents the reasonable operation of the Project, one or both may petition the then President of the Livingston County Association of Realtors for the appointment of a professional management agent, as defined in Section 3 below, to be appointed to the Board of Directors to assist with the Project. Such appointment shall be entitled to reasonable compensation for their services and shall be held harmless for all actions and decisions made in good faith and constitute reasonable business decisions.

Section 2. Powers and Duties. The Association shall have all powers and duties necessary for the administration of the affairs of the Condominium and may do all things which are not prohibited by law or the Condominium Documents or required thereby to be done by the Co-Owners. The powers and duties to be exercised by the Association through the Board shall include, but shall not be limited to, the power and duty:

(a) To manage and administer the affairs of and to maintain the Condominium, all appurtenances thereto and the Common Elements, property and easements thereof;

(b) To levy and collect assessments against and from the Members of the Association and to use the proceeds therefrom for the purposes of the Association, and to enforce assessments through liens and foreclosure proceedings where, in the judgment of the Directors, appropriate;

(c) To carry insurance and to collect and allocate the proceeds thereof;

(d) To restore, repair or rebuild the Common Elements of the Condominium, or any portion thereof, and any improvements located thereon, after the occurrence of a casualty and to negotiate on behalf of Co-Owners in connection with the taking of the Condominium, or any portion thereof, by eminent domain;

(e) To contract for and employ, supervise, and discharge, persons or business entities to assist in the management, operation, maintenance and administration of the Condominium;

(f) To make and amend reasonable rules and regulations consistent with the Michigan Condominium Act, the Master Deed and these Condominium Bylaws affecting Co-

Owners and their tenants, guests, employees and invitees concerning the use and enjoyment of the Condominium and to enforce such regulations by all legal methods, including, but not limited, the imposition of fines and late payment charges, eviction proceedings or legal proceedings (copies of all such regulations and amendments thereto shall be furnished to all Members and shall become effective ten (10) days after mailing or delivery thereof to the designated voting representative, as provided for in Article II, Section 3 above, of each Member, and any such regulation or amendment may be revoked at any time at any duly convened meeting of the Association by the affirmative vote of more than fifty (50%) percent of all Members in number and in value, except that the Members may not revoke any regulation or amendment prior to the first meeting of the Association;

(g) To own, maintain and improve, and to buy, sell, convey, assign, mortgage, license, rent or lease (as landlord or tenant) any real or personal property, including, but not limited to, any Common Elements or Unit in the Condominium, easements, rights-of-way or licenses or any other real property, whether or not contiguous to the Condominium, for the purpose of generating revenues, providing benefit to the Members of the Association or in furtherance of any other appropriate purposes of the Association;

(h) To borrow money and issue evidences of indebtedness in furtherance of any and all of the purposes of the business of the Association, and to secure the same by mortgage, pledge or other lien on property owned by the Association; provided, however, that any such action shall first be approved by the affirmative vote of two-thirds (2/3) of all of the Members of the Association in value at a meeting of the Members duly called;

(i) To establish such committees as it deems necessary, convenient or desirable and to appoint persons thereto, for the purpose of implementing the administration of the Condominium and to delegate such committees any functions or responsibilities which are not by law or the Condominium Documents required to be performed by the Board;

(j) To enforce the provisions of the Master Deed and Bylaws of the Condominium, the Articles of Incorporation, and the Rules and Regulations of the Association as may hereafter be adopted, and to sue on behalf of the Condominium or the Members and to assert, defend or settle claims on behalf of the Members with respect to the Condominium;

(k) To do anything required of or permitted by it as administrator of said Condominium by the Master Deed, the Condominium Bylaws or the Michigan Condominium Act, as amended;

(l) To provide services to Co-Owners;

(m) In general, to enter into any kind of activity; to make and perform any contract and to exercise all powers necessary, incidental or convenient to the administration, management, maintenance, repair, replacement and operation of the Condominium and to the accomplishment of any of the purposes thereof not forbidden, and with all powers conferred upon nonprofit corporations by the laws of the State of Michigan.

Provided, however, that, except in the cases of licenses, leases or rental arrangements having a duration of one (1) year or less, neither the Board nor the Association shall, by act or omission,

abandon, partition, subdivide, encumber, sell or transfer the Common Elements, or any of them, unless at least two-thirds (2/3) of the first Mortgagees (based upon one (1) vote for each mortgage owned) and two-thirds (2/3) of the Members in number and value have consented thereto. The Board may, however, grant easements for public utilities or other public purposes consistent with the intended use of the Common Elements by the Condominium, and no such grant shall be deemed a transfer for the purposes hereof.

Section 3. Managing Agent. The Board may employ, at a compensation established by it, a professional management agent for the Condominium to perform such duties and services as the Board shall authorize, including, but not limited to, the powers and duties set forth in Section 2 of this Article. A “professional management agent” shall mean a person or organization having proven expertise, either from prior experience or by education, in the operation and management of real property. Prior to the Transitional Control Date, the Developer, or any related person or entity, may serve as professional managing agent if so appointed. In no event shall the Board be authorized to enter into any contract with a professional management agent, or any contract providing for services by the Developer or its affiliates, in which the maximum term is greater than three (3) years or which is not terminable by the Association upon the Transitional Control Date or within ninety (90) days thereafter and upon thirty (30) days’ written notice for cause. Upon the Transitional Control Date, or within ninety (90) days thereafter, the Board of Directors may terminate a service or management contract with the Developer or its affiliates. In addition, the Board of Directors may terminate any management contract which extends beyond one (1) year after the Transitional Control Date by providing notice of termination to the management agent at least thirty (30) days before the expiration of the one (1) year.

Section 4. Officers.

(a) The Officers of the Association (“Officers”) shall be a President, Secretary and a Treasurer, who shall all be members of the Board of Directors. The Secretary and Treasurer may be held by the same Board member.

(b) The Officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board and shall hold office at the pleasure of the Board.

(c) Upon affirmative vote of a majority of the members of the Board of Directors, any officer may be removed either with or without cause, and their successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called in whole or in part for such purpose.

(d) The President shall be the chief executive officer of the Association. They shall preside at meetings of the Association and of the Board of Directors. They shall have all of the general powers and duties which are usually vested in the office of the president of a corporation, including, but not limited to, the power to appoint committees from among the members of the Association from time-to-time as they may in their discretion deem appropriate to assist in the conduct of the affairs of the Association.

(e) The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the members of the Association; they shall have charge of the corporate seal and of such books and papers as the Board of Directors may direct; and they shall, in general, perform all duties incident to the office of the Secretary.

(f) The Treasurer shall have responsibility for the Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements, specifying the operating expenses clearly, in books belonging to the Association. They shall be responsible for the deposit of all moneys and other valuable effects in the name and to the credit of the Association, in such depositories as may, from time-to-time, be designated by the Board of directors. They shall ensure that expenditures for the maintenance and repair of common elements and any other expenses incurred by or on behalf of the Condominium are properly recorded. In accordance with Article V, Section 3, of the Condominium Bylaws, the Treasurer shall prepare and distribute to each member at least once per year the Association financial statement.

(g) The Officers shall have such other duties, powers and responsibilities as shall, from time-to-time, be authorized by the Board of Directors.

Section 5. Actions Prior to First Meeting. Subject to the provisions of Section 2 of this Article IV, all of the actions (including, without limitation, the adoption of these Condominium Bylaws, any Rules and Regulations for the Association, and any undertakings or contracts entered into with others on behalf of the Association) of the first Board of Directors of the Association designated by its Incorporator, or their appointed successors, before the first meeting of Members, shall be binding upon the Association in the same manner as though such actions had been authorized by a Board of Directors duly elected by the Members of the Association at the first or any subsequent meeting of Members so long as such actions are within the scope of the powers and duties which may be exercised by any Board of Directors as provided in the Condominium Documents.

Section 6. Indemnification of Officers and Directors. The Association shall indemnify every Association Director and officer against all expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by them as a consequence of their being made a party to or being threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of their being or having been a Director or officer of the Association, except in such cases wherein they are adjudged guilty of willful and wanton misconduct or gross negligence in the performance of their duties or adjudged to have not acted in good faith and in a manner they reasonably believed to be in or not opposed to the best interests of the Association and its Members, and with respect to any criminal action or proceeding, they are adjudged to have had no reasonable cause to believe that their conduct was unlawful; provided that, if a Director or officer claims reimbursement or indemnification hereunder based upon their settlement of a matter, they shall be indemnified only if the Board of Directors (with any director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interests of the Association and, if a majority of the Members request it, such approval is based on an opinion of independent counsel supporting the propriety of such indemnification and reimbursement. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights such director or

officer may have. The Board of Directors shall notify all Members that it has approved an indemnification payment at least ten (10) days prior to making such payment.

ARTICLE V
OPERATION OF THE PROPERTY

Section 1. Personal Property. The Association shall be assessed as the person or entity in possession of any tangible personal property of the Condominium owned or possessed in common by the Co-Owners, and personal property taxes based thereon shall be treated as Expenses of Administration.

Section 2. Costs and Receipts to be Common. All costs incurred by the Association in satisfaction of any liability arising within, or caused by or in connection with, the Common Elements or the administration of the Condominium shall be Expenses of Administration (as defined in subsection 4 below). All sums received as proceeds of, or pursuant to, any policy of insurance carried by the Association securing the interests of the Co-Owners against liabilities or losses arising within, caused by or connected with the General Common Elements or the administration of the Condominium shall be receipts of administration.

Section 3. Books of Account. The Association shall keep or cause to be kept detailed books of account showing all expenditures and receipts affecting administration of the Condominium. Such books of account shall specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association of Co-Owners and shall be open for inspection by the Co-Owners and their Mortgagees during reasonable working hours in normal working days at a place to be designated by the Association. The books of account shall be audited at least annually by independent accountants, but such audit need not be a certified audit, nor must the accountants be certified public accountants. The cost of such audit, and all accounting expenses, shall be an Expense of Administration. Any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive a copy of the audit report within ninety (90) days following the end of the Association's fiscal year upon request therefor. At least once a year, the Association shall prepare and distribute to each Co-Owner a statement of its financial condition, the contents of which shall be defined by the Association.

Section 4. Regular Assessments. The Board of Directors shall establish an annual budget in advance for each fiscal year for the Condominium, and such budget shall contain a statement of the estimated funds required to defray the Expenses of Administration for the forthcoming year, which shall mean all items specifically defined as such in these Condominium Bylaws and all other common expenses. The common expenses shall consist, among other things, of such amounts as the Board may deem proper for the operation, management and maintenance of the Condominium Project to the extent of the powers and duties delegated to it hereunder, and in the Master Deed, and shall include, without limitation, amounts to be set aside for working capital of the Condominium, the cost of fulfilling the Association's maintenance, repair and replacement responsibilities, management wages, fees and salaries, common area utilities, common area landscaping maintenance and replacement, common area cleaning, supplies, snow removal, licenses and permits, banking, legal and accounting fees, insurance, and creation and maintenance of a an appropriate reserve fund. Each purchaser of a Unit in the Condominium is required to pay the Association an amount equal to two (2) months' assessment as a non-refundable

working capital contribution. As provided in Section 11 below, an adequate reserve fund for maintenance, repair and replacement of the General Common Elements must be established in the budget and must be funded by regular assessments rather than by special assessments. The budget shall also allocate and assess all Expenses of Administration against all Co-Owners in accordance with the Percentage of Value allocated to each Unit by the Master Deed, without increase or decrease for the existence of any rights to the use of the Common Elements.

The Board shall advise each non-Developer Co-Owner in writing of the amount of assessment payable by him and shall furnish copies of each budget on which such assessments are based to all Co-Owners, although failure to deliver a copy of the budget to each Co-Owner shall not affect the liability of any Co-Owner for any existing or future assessments. A Co-Owner shall be responsible for payment of the assessment commencing with the acquisition of legal or equitable title to a Unit by any means. If the closing occurs at a time other than the commencement of the fiscal year, the Co-Owner shall only be responsible for paying that prorated portion of the annual assessment attributable to the remaining portion of the fiscal year. Should the Board at any time determine, in its sole discretion, that the assessments levied are or may prove to be insufficient (1) to pay the cost of operation and management of the Condominium, (2) to provide for the maintenance, repair or replacement of existing Common Elements, (3) to provide additions to the General Common Elements not exceeding Ten Thousand Dollars (\$10,000) annually, or (4) to provide for emergencies not exceeding Ten Thousand Dollars (\$10,000) annually, the Board shall have the authority to increase the general assessments or to levy such additional assessment or assessments as it shall deem be necessary. Such assessments shall be payable when and as the Board shall determine. Members shall pay all assessments levied in accordance with this Section 4 in twelve (12) equal monthly installments, commencing with acquisition of title to a Unit by any means.

Any sums owed to the Association by any individual Co-Owner may be assessed to and collected from the responsible Co-Owner as an addition to the monthly assessment installment next coming due. The discretionary authority of the Board to levy assessments pursuant to this Section will rest solely with the Board for the benefit of the Association and the Members thereof and will not be enforceable by any creditors of the Association or its Members.

Section 5. Special Assessments. Special assessments, in addition to those provided for in Section 4 above, may be levied by the Board from time to time, following approval by the Co-Owners as hereinafter provided, to meet other needs, requirements or desires of the Association, including, but not limited to, (1) assessments for capital improvements for additions to the General Common Elements at a cost exceeding Five Thousand Dollars (\$5,000) per year, (2) assessments to purchase a Unit upon foreclosure of the lien for assessments as described in Section 6 hereof, or (3) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this Section 5 (but not including regular assessments referred to in Section 4 above, which shall be levied in the sole discretion of the Board) shall not be levied without the prior approval of two-thirds (2/3) of all Members in value and in number, which approval shall be granted only by a vote of the Co-Owners taken at a meeting of the Co-Owners called in accordance with the provisions of Article III hereof. The discretionary authority of the Board to levy assessments pursuant to this Section will rest solely with the Board for the benefit of the Association and the Members thereof and will not be enforceable by any creditors of the Association or its Members.

Section 6. Collection of Assessments. When used in this Section 6 and Section 11 below, and wherever else appropriate in these Condominium Bylaws, the term “assessment” shall include all regular and special assessments referred to in Sections 4 and 5 above and, in addition, all other charges whatsoever levied by the Association against any Co-Owner. This Section 6 is designed to provide the Association with a vehicle for collection.

Each Co-Owner, whether one or more persons, shall be and shall remain personally obligated for the payment of all assessments, or a prorated portion thereof, levied with regard to its Unit during the time that it is the owner thereof, and no Member may exempt himself from liability for its contribution toward the Expenses of Administration by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of its Unit. If any Co-Owner defaults in paying an assessment, interest at the maximum legal rate shall be charged on such assessment from the due date and further penalties or proceedings may be instituted by the Board in its discretion. The payment of an assessment shall be in default if such assessment is not paid in full on or before the due date established by the Board for such payment. In the event of default by any Co-Owner in the payment of any installment of the annual assessment levied against its Unit, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately due and payable. The Association may also discontinue the furnishing of any services to a Co-Owner if default upon seven (7) days’ written notice to such Co-Owner of its intent to do so. A Co-Owner in default on the payment of any assessment shall not be entitled to vote at any meeting of the Association so long as such default continues. The Board may, but need not, report such a default to any first Mortgagee of record; provided, however, that if such default is not cured within sixty (60) days, the Association shall give the notice required by Section 2 of Article IX of these Condominium Bylaws. Any first Mortgagee of a Unit in the Condominium may consider a default in the payment of any assessment a default in the payment of its mortgage. When a Co-Owner is in arrearage to the Association for assessments, the Association may give written notice of arrearage to any person occupying its Unit under a lease or rental agreement, and such person, after receiving the notice, shall deduct from rental payments due the Co-Owner the arrearage and future assessments as they fall due and pay them to the Association. The deductions shall not be a breach of the rental agreement or lease by the occupant.

Unpaid assessments shall constitute a lien upon the Unit prior to all other liens except unpaid ad valorem real estate taxes and special assessments imposed by a governmental entity and sums unpaid on a first mortgage of record. The Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the lien that secures payment of assessments. Each Co-Owner, and every other person, except a first Mortgagee, who from time to time has any interest in the Condominium, shall be deemed to have granted to the Association the unqualified right to elect to foreclose such lien either by judicial action or by advertisement (in accordance with the provisions of Chapter 32 of the Michigan Revised Judicature Act, as amended). The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. The Association is hereby granted what is commonly known as a “power of sale.” Further, each Co-Owner and every other person, except a first Mortgagee, who from time to time has any interest in the Condominium shall be deemed to have authorized and empowered the

Association to sell or to cause to be sold the Unit with respect to which the assessment is delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. Each Co-Owner acknowledges that at the time of acquiring title to its Unit, it was notified of the provisions of this section and that it voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for nonpayment of assessments and a hearing on the same prior to the sale of the subject Unit.

Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of ten (10) days after mailing of a written notice that an assessment, or any part thereof, levied against its Unit is delinquent, and the Association may invoke any of its remedies hereunder if the default is not cured within ten (10) days after the date of mailing. Such notice shall be mailed by certified mail, return receipt requested, and postage prepaid, and shall be addressed to the individual representative of the delinquent Co-Owner designated in the certificate filed with the Association pursuant to Section 3 of Article II above, at the address set forth in such certificate or at its last known address. Such written notice shall be accompanied by a written affidavit of an authorized representative of the Association that sets forth (i) the affiant's capacity to make the affidavit, (ii) the statutory and other authority for the lien, (iii) the amount outstanding (exclusive of interest, costs, attorneys' fees and future assessments), (iv) the legal description of the subject Unit, and (v) the name of the Co-Owner of record. Such affidavit shall be recorded in the Office of the Livingston County Register of Deeds prior to the commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing. If the delinquency is not cured within the ten (10) day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law. In the event the Association elects to foreclose the lien by advertisement, the Association shall so notify the individual representative designated above and shall inform such representative that it may request a judicial hearing by bringing suit against the Association. The expenses incurred in collecting unpaid assessments, including interest, costs, actual attorneys' fees (not limited to statutory fees) and advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the Co-Owner in default and shall be secured by the lien on its Unit. If any Member defaults in the payment of any installment of the annual assessment levied against its Unit, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately due and payable. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Co-Owner thereof or any persons claiming under him, and each Co-Owner hereby consents to the appointment of such a receiver. The Association may purchase a Unit at any foreclosure sale hereunder.

If the holder of a first mortgage on a Unit in the Condominium obtains title to the Unit as a result of foreclosure of the mortgage, deed in lieu of foreclosure or similar remedy, or any other remedy provided in the mortgage, such person, and its successors and assigns, or other purchaser at a foreclosure sale shall not be liable for unpaid assessments chargeable to the Unit which became due prior to the acquisition of title to the Unit by such person; provided, however, that all assessments chargeable to the Unit subsequent to the acquisition of title shall be the responsibility of such person as hereinbefore provided with respect to all Co-Owners.

Section 7. Maintenance and Repair. As provided in the Master Deed, the Association shall maintain and repair the General Common Elements and the Limited Common Elements, to the extent set forth in the Master Deed. The costs thereof shall be charged to all the Members as a common expense, unless necessitated by the negligence, misuse or neglect of a Member, in which case such expense shall be charged to such Member. The Association or its agent shall have access to each Unit at all times without notice for making emergency repairs necessary to prevent damage to the other Unit, the Common Elements, or both.

The obligation to maintain and repair the General Common Elements shall specifically include the landscaping at the Condominium. Unless otherwise approved by the Genoa Charter Township, the landscaping shall be maintained at a level consistent with or better than the landscaping plan included with the Site Plan for the Condominium. Prior to the first meeting of the Members as described in Article III hereof, the Developer shall have the responsibility to maintain the landscaping in the area designated as General Common Element. After the first meeting of the Members, the responsibility shall be transferred to the Association.

Each Member shall provide the Association means of access to its Unit and any Limited Common Elements appurtenant thereto during all periods of absence, and if such Member fails to provide a means of access, the Association may gain access in such manner as may be reasonable under the circumstances and shall not be liable to such Member for any necessary damage to its Unit or any Limited Common Elements appurtenant thereto caused thereby or for the repair or replacement of any doors or windows damaged in gaining such access, the costs of which damage shall be borne by such Member. Unless otherwise provided herein or in the Master Deed, damage to a Unit or its contents caused by the repair or maintenance activities of the Association, or by the Common Elements, shall be repaired at the expense of the Association.

All other maintenance and repair obligations shall, as provided in the Master Deed, rest on the individual Member. Each Member shall maintain its Unit and any Limited Common Elements appurtenant thereto for which it has maintenance responsibility in a safe, clean and sanitary condition. Each Member shall also use due care to avoid damaging any of the Common Elements, including, but not limited to, the telephone, water, gas, plumbing, electrical or other utility conduits and systems and any other Common Elements in any Unit which are appurtenant to or which may affect any other Unit. Each Member shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the Common Elements by it, its guests, tenants, agents or invitees, unless such damages or costs are actually reimbursed from insurance carried by the Association, in which case there shall be no such responsibility (if reimbursement to the Association is excluded by virtue of a deductible provision, the responsible Member shall bear the expense to the extent of the deductible amount, anything else in these Condominium Bylaws to the contrary notwithstanding). Any costs or damages to the Association that are herein or elsewhere in the Condominium Documents assigned to the individual Member may be assessed to and collected from the responsible Member in the manner provided for regular assessments in Article V, Section 4, hereof.

The provisions of this Section 7 shall be subject to those of Article VI, Sections 1-3, in the event of repair or replacement on account of a casualty loss.

Section 8. Taxes. Subsequent to the year in which the Condominium is established, all special assessments and property taxes shall be assessed against the individual Units and not upon the total property of the Condominium or any part thereof. Taxes and special assessments which have become a lien against the property of the Condominium in the year of its establishment (as provided in Section 231 of the Act) shall be Expenses of Administration and shall be paid by the Association. Each Unit shall be assessed a percentage of the total bill for such taxes and assessments equal to the Percentage of Value allocated to it in the Master Deed, and the Members owning those Units shall reimburse the Association for their Unit's share of such bill within ten (10) days after they have been tendered a statement therefor.

Section 9. Documents to Be Kept. The Association shall keep current copies of the approved Master Deed, all amendments thereto, and all other Condominium Documents available for inspection at reasonable hours by Members, prospective purchasers and prospective Mortgagees of Condominium Units.

Section 10. Reserve for Major Repairs and Replacement. The Association shall maintain a reserve fund for major repairs and replacement of Common Elements in an amount equal to at least ten percent (10%) of the Association's current annual budget on a noncumulative basis. Moneys in the reserve fund shall be used only for major repairs and replacement of Common Elements. **THE MINIMUM STANDARDS REQUIRED BY THIS SECTION MAY PROVE INADEQUATE FOR A PARTICULAR PROJECT.** The Association of Members should carefully analyze the Condominium Project to determine if a greater amount should be set aside, or if additional reserve funds should be established for other purposes.

Section 11. Statement of Unpaid Assessments. Pursuant to the provisions of the Act, the purchaser of any Unit may request a statement from the Association as to the outstanding amount of any unpaid assessments thereon, whether regular or special. Upon written request to the Association accompanied by a copy of the executed purchase agreement pursuant to which the purchaser holds a right to acquire a Unit, the Association shall provide a written statement of such unpaid assessments as may exist or a statement that none exist, which statement shall be binding upon the Association for the period stated therein. Upon the payment of that sum within the period stated, the Association's lien for assessments as to such Unit shall be deemed satisfied; provided, however, that the failure of a purchaser to request such statement at least five (5) days prior to the closing of the purchase of such Unit shall render any unpaid assessments and the lien securing the same fully enforceable against such purchaser and the Unit itself.

ARTICLE VI INSURANCE; REPAIR OR REPLACEMENT

Section 1. Insurance. The Association shall carry all-risk property coverage and liability insurance (including, without limitation, Directors' and Officers' coverage), workers' compensation insurance, if applicable, and such other insurance coverage as the Board may determine to be appropriate with respect to the ownership, use and maintenance of the general and Limited Common Elements of the Condominium and the administration of Condominium affairs. Such insurance shall be carried and administered in accordance with the following provisions:

(a) All such insurance shall be purchased by the Association for the benefit of the Association, the Members and their Mortgagees, as their interests may appear, and provision shall be made for the issuance of certificates of insurance with Mortgagee endorsements to the Mortgagees of Members' Units. It shall be each Member's responsibility to obtain insurance coverage for the Unit, all related appurtenances and structures against fire and other perils covered by a standard all-perils coverage endorsement in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, and to insure its personal property located within the Unit or elsewhere in the Condominium and for its personal liability for occurrences within its Unit or upon Limited Common Elements appurtenant to its Unit. The Association shall have absolutely no responsibility for obtaining such coverage. The Association and all Members shall use their best efforts to see that all property and liability insurance carried by the Association or any Member shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Member, the Association or the Developer, and, subject to the provisions of Article V, Section 7, hereof, the Association and each Member hereby waive, each as to the other, any right of recovery for losses covered by insurance. The liability of carriers issuing insurance obtained by the Association shall not, unless otherwise required by law, be affected or diminished on account of any additional insurance carried by any Member, and vice versa.

(b) Public liability insurance shall be carried in such limits as the Board may from time to time determine to be appropriate, and shall cover the Association, each Member, Director and officer thereof, and any managing agent. The policy shall name the Developer as an additional insured.

(c) All premiums upon insurance policies purchased by the Association pursuant to these Condominium Bylaws shall be Expenses of Administration, except as otherwise provided in subsection (b) above.

(d) Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account, and distributed to the Association, the Members and their Mortgagees as their interests may appear; provided, however, whenever Section 3 of this Article requires the repair or reconstruction of the Condominium, any insurance proceeds received by the Association as a result of any loss requiring repair or reconstruction shall be applied for such purpose. Hazard insurance proceeds shall never be used for any purpose other than for repair, replacement or reconstruction of the Project unless all of the Mortgagees in the Condominium have given their prior written approval.

(e) All insurance carried by the Association shall, to the extent possible, provide for cross-coverage of claims by one insured against another.

(f) Fidelity bonds may be required by the Board of Directors from all persons handling or responsible for Association funds, the amount of such bonds shall be determined by the Board in its sole discretion, and the premium for such bonds shall be a common expense of the Association.

Section 2. Appointment of Association. Each Member, by ownership of a Unit in the Condominium, shall be deemed to appoint the Association as its true and lawful attorney-in-fact

to act in connection with all matters concerning insurance pertinent to the Condominium and the Common Elements thereof. Without limitation on the generality of the foregoing, the Association as said attorney shall have full power and authority to purchase and maintain such insurance to collect and remit premiums therefor, to collect proceeds and to distribute the same to the Association, the Members and respective Mortgagees, as their interests may appear (subject always to the Condominium Documents), to execute releases of liability, and to execute all documents and to do all things on behalf of such Members and the Condominium as shall be necessary or convenient to accomplish the foregoing.

Section 3. Reconstruction or Repair. If any part of the Condominium shall be damaged, the determination of whether or not, and how, it shall be reconstructed or repaired shall be made in the following manner:

(a) If a Common Element or a Unit is damaged, such property shall be rebuilt or repaired if any Condominium Unit is tenantable, unless the Members unanimously vote that the Condominium shall be terminated and each Mortgagee of a Condominium Unit has given its prior written approval of such termination.

(b) If the Condominium is so damaged that one or both Units are not tenantable, and if each Mortgagee of a Condominium Unit has given its prior written approval to the termination of the Condominium, the damaged, property shall not be rebuilt and the Condominium shall be terminated, unless all the Members in value and in number agree to reconstruction by vote or in writing within ninety (90) days after the destruction.

(c) Any reconstruction or repair shall be performed substantially in accordance with the Master Deed and the plans and specifications for the Condominium to a condition as similar as possible to the condition existing prior to damage, unless the Members and each Mortgagee of a Condominium Unit shall unanimously decide otherwise.

(d) Each Member shall be responsible for the reconstruction and repair of its own Unit, including all related appurtenances, (but not any Common Elements).

(e) The Association shall be responsible for the reconstruction and repair of the Common Elements, and for any incidental damage to a Unit and the contents thereof caused by such Common Elements or the reconstruction or repair thereof. Immediately after a casualty occurs causing damage to property for which the Association has the responsibility of maintenance, repair and reconstruction, the Association shall obtain reliable and detailed estimates of the cost to return the damaged property to a condition as good as that existing before the damage.

(f) Any insurance proceeds received, whether by the Association or a Member, shall be used for reconstruction or repair when reconstruction or repair is required by these Condominium Bylaws. If the insurance proceeds are not sufficient to pay the estimated costs of reconstruction or repair required to be performed by the Association, or if at any time during such reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against all Members for the cost of reconstruction or repair of the damaged property in sufficient amounts to provide funds

to pay the estimated or actual cost of repair. Such assessments shall be levied in the same manner as the regular monthly assessments, as set forth in Article V, Section 4, hereof.

Section 4. Eminent Domain. The following provisions shall control upon any taking by eminent domain:

(a) The Association, acting through its Board of Directors, may negotiate on behalf of all Members for any taking of Common Elements. Any negotiated settlement shall be subject to the approval of more than two-thirds (2/3) of the Members in number and in value and shall thereupon be binding on all Members.

(b) If an entire Unit is taken by eminent domain, the award for such taking shall be paid to the Member whose Unit has been taken. After acceptance of such award by the Member and its Mortgagee, they shall be divested of all interest in the Condominium. The undivided interest in the Common Elements belonging to the Member whose Unit has been taken shall thereafter appertain to the remaining Unit, including those restored or reconstructed under the provisions of this section.

(c) If any condemnation award shall become payable to any Member whose Unit is not wholly taken by eminent domain, then such award shall be paid by the condemning authority to the Member and its Mortgagee, as their interests may appear. If only a part of any Unit is taken, the Member shall, if practical, use the award to rebuild the same to the extent necessary to make it habitable.

(d) If any portion of the Condominium other than any Unit is taken, the condemnation proceeds relative to such taking shall be paid to the Association, and the affirmative vote of more than fifty (50%) percent of the Members in number and in value at a meeting duly called shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate. If no such affirmative vote is obtained, such condemnation proceeds shall be remitted to the Members and their respective Mortgagees, as their interests may appear, in accordance with their respective Percentages of Value set forth in Article VI of the Master Deed.

(e) If the Condominium Project continues after a taking by eminent domain, then the remaining portion of the Condominium Project shall be resurveyed and the Master Deed amended accordingly, and, if any Unit shall have been taken, then Article VI of the Master Deed shall be amended to reflect such taking and to proportionately readjust the Percentages of Value of the remaining Members based upon a continuing value for the Condominium of one hundred (100%) percent. Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval thereof by any Members, but only with the prior written approval of all Mortgagees of individual Units in the Project.

(f) If any Condominium Unit, or any portion thereof, or the Common Elements or any portion thereof, is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Association promptly shall so notify each mortgagee of the Condominium Units.

(g) If the taking of a portion of a Condominium Unit makes it impractical to rebuild the partially taken Unit to make it habitable, then the entire undivided interest in the Common Elements appertaining to that Condominium Unit shall thenceforth appertain to the remaining Condominium Units, and shall be allocated to them in proportion to their respective undivided interests in the Common Elements. The remaining portion of that Condominium Unit shall thenceforth be a Common Element.

(h) Votes in the Association of Members and liability for future Expenses of Administration appertaining to a Condominium Unit taken or partially taken (as provided in subsection (g) hereof) by eminent domain shall thenceforth appertain to the remaining Condominium Units, and shall be allocated to them in proportion to their relative voting strength by value in the Association.

Section 5. Construction Liens. The following provisions shall control the circumstances under which construction liens may be applied against the Condominium or any Unit thereof:

(a) Except as provided below, a construction lien for work performed on a Condominium Unit or upon a Limited Common Element may attach only to the Unit upon or for the benefit of which the work was performed.

(b) A construction lien for work authorized by the Developer and performed upon the Common Elements may attach only to Units owned by the Developer at the time of recording of the claim of lien.

(c) A construction lien for work authorized by the Association may attach to each Unit only to the proportional extent that the Member owning the Unit is required to contribute to the Expenses of Administration as provided by the Condominium Documents.

(d) A construction lien may not arise or attach to a Unit for work performed on the Common Elements not contracted for by the Developer or the Association.

If a Member is advised or otherwise learns of a purported construction lien contrary to the foregoing, it shall immediately notify the Board of Directors. Upon learning of the purported construction lien, the Board shall take appropriate measures to remove any cloud on the title of Units improperly affected thereby.

Section 6. Mortgages. Nothing contained in the Condominium Documents shall be construed to give a Condominium Unit Co-Owner, or any other party, priority over any rights of Mortgagees of Condominium Units pursuant to their mortgages in the case of a distribution to a Condominium Unit Co-Owner of insurance proceeds or condemnation awards for losses to or a taking of Condominium Units, Common Elements or both.

ARTICLE VII
USE AND OCCUPANCY RESTRICTIONS; ENFORCEMENT

Section 1. Establishment of Restrictions. In order to provide for congenial occupancy of the Condominium, and for the protection of the value of the Units, the use of Condominium property shall be subject to the following limitations:

(a) Property Subject to These Restrictions. All of the Units in the Condominium Project shall be subject to these restrictions.

(b) Building and Use Restrictions.

(i) Modification or Alteration. No Member shall alter the exterior appearance or structurally modify its Unit or change the configuration of the limited or General Common Elements from the way it or they were originally constructed by the Developer, including, without limitation, location of sidewalk or parking areas, nor shall any Member damage, modify or make attachments to Common Elements, which alterations in any way impair the overall use of the Project, without the express written approval of the Board of Directors. The Board of Directors, in its sole discretion, may disapprove any such request. However, it may only approve such alterations as do not impair the structural soundness, safety, utility, integrity or appearance of the Condominium. The Board of Directors may appoint an Environmental Control Committee and may delegate to it the responsibility for establishing rules relating to the appearance of Units and common areas, and the approval of the construction, maintenance and repair thereof. Even after approval, a Member shall be responsible for all damages to any other Units and their contents or to the Common Elements resulting from any such alteration.

(ii) Nuisance. No immoral, improper, unlawful or offensive activity shall be carried on in any Unit or upon the limited or General Common Elements, nor shall anything be done which may be or become an annoyance or a nuisance to the Members or their business tenants, nor shall any unreasonably noisy activity be carried on in any Unit or on the Common Elements. No Member owning any Unit shall do or permit anything to be done to keep or permit to be kept in its Unit or on the Common Elements anything that will increase the insurance rate on the Condominium or any Unit without the written approval of the Association. Each Member who is the cause thereof shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition.

(iii) Trash. Neither the limited nor General Common Elements shall be used to store supplies, materials, personal property, trash or refuse of any kind, except as designated by the Association. Trash receptacles shall be maintained in areas designated therefor at all times and shall not be permitted elsewhere on the Common Elements except for such short period of time as may be reasonably necessary to permit the periodic collection of trash.

(iv) Common Elements. The use of Common Elements shall be limited to such times and in such manner as the Association shall determine by duly adopted regulations. In general, no activity shall be carried on nor condition maintained by a Member, either in its Unit or upon the Common Elements, which unreasonably spoils the appearance of the Condominium. Sidewalks, yards, landscaped areas, roads, parking areas, and, in general, all of the Common Elements, shall not be obstructed in any way nor shall they be used for purposes other than for which they are reasonably and obviously intended.

(v) Advertising. No signs or other advertising devices shall be displayed which are visible from the exterior of a Unit or on the Common Elements, including “For Rent” signs, without written permission from the Association, which permission shall not be unreasonably withheld. It being understood that the Members may desire to advertise office space for lease in a Unit, the Board shall endeavor to develop guidelines for such advertising that is aesthetically pleasing and that complies with applicable Township ordinances.

(vi) Rules. Reasonable regulations consistent with the Act, the Master Deed and these Condominium Bylaws concerning the use of the Common Elements may be made and amended from time to time by any Board of Directors of the Association, including the Board of Directors appointed by the Incorporator and its successors. Copies of all such regulations and amendments thereto shall be furnished to all Members and shall become effective ten (10) days after mailing or delivery thereof to the designated voting representative of each Member. Any such regulation or amendment may be revoked at any time by the affirmative vote of more than fifty (50%) percent of all Members in number and in value at any duly convened meeting of the Association, except that the Members may not revoke any regulation or amendment prior to the first meeting of the Association.

(vii) Landscaping. No Member shall perform any landscaping or plant any trees, shrubs or flowers or place any ornamental materials upon the Common Elements without the express written approval of the Board of Directors.

Section 2. Enforcement. Developer shall have the right to enforce these restrictions. Developer may assign, in whole or in part, its rights and responsibilities hereunder to the Association, and when the last Unit in the Condominium Project has been conveyed, this assignment shall occur automatically. The Association’s cost of exercising its rights and administering its responsibilities hereunder shall be Expenses of Administration (as defined in Article V above), provided that the Association shall be entitled to recover its cost of proceeding against a breach by a Co-Owner as provided in Article XII below. All present and future Co-Owners, tenants and any other persons or occupants using the facilities of the Condominium in any manner are subject to and shall comply with the Act, the Master Deed, these Condominium Bylaws, the Articles of Incorporation, and Rules and Regulations of the Association. Failure to comply with any of the terms of the Act, the Master Deed, these Condominium Bylaws, the Articles of Incorporation, or Rules and Regulations of the Association, shall be grounds for relief, which may include, without limitation, an action to recover sums due for such damages, injunctive relief, and any other remedy that may be appropriate to the nature of the breach. The failure of the Association to enforce any right, provision, covenant or condition which may be granted by the Act, the Master Deed, these Condominium Bylaws, the Articles of Incorporation, or Rules and Regulations of the Association shall not constitute a waiver of the right of the Association to enforce such right, provision, covenant or condition in the future.

ARTICLE VIII APPROVAL OF LEASE

Section 1. Notice of Desire and Intent. If a Unit has been occupied exclusively by a Co-Owner with no rentals in its Unit for over 12 months, a Co-Owner who desires to rent or lease its Condominium Unit or any portion thereof for any term shall provide notice of its intent to the

Board of Directors at least ten (10) days prior to presenting a lease form to a potential lessee. All leases must be in writing, and the Member shall provide the Board a copy of the lease upon request. Tenants and non-Co-Owner occupants shall comply with all of the conditions of the Condominium Documents and all of the provisions of the Act, and all leases and rental agreements shall so state.

Section 2. Non-Co-Owner Compliance.

(a) All non-Co-Owner occupants shall comply with all of the terms and conditions of the Condominium Documents and the provisions of the Act.

(b) If the Association determines that a non-Co-Owner occupant has failed to comply with the conditions of the Condominium Documents, or the provisions of the Act, the Association shall take the following action:

(i) The Association shall advise the appropriate Member by certified mail of the alleged violation by a person occupying its Unit.

(ii) The Member shall have fifteen (15) days after receipt of the notice to investigate and correct the alleged breach or advise the Association that a violation has not occurred.

(iii) If after fifteen (15) days the Association believes that the alleged breach has not been cured or may be repeated, it may institute on its behalf, or derivatively by the Members on behalf of the Association if it is under the control of the Developer, an action for eviction against the non-Co-Owner occupant and simultaneously, for money damages against the Member and non-Co-Owner occupant for breach of the conditions of the Condominium Documents or of the Act. The relief set forth in this section may be by any appropriate proceeding. The Association may hold both the non-Co-Owner occupant and the Member liable for any damages caused to the Condominium.

ARTICLE IX
MORTGAGES

Section 1. Notice of Mortgage. A Member who mortgages a Unit shall notify the Association of the name and address of its Mortgagee and shall file a conformed copy of the note and mortgage with the Association, which shall maintain such information in a book entitled "Mortgages of Units."

Section 2. Notice of Default. The Association shall give to the holder of any mortgage covering any Unit in the Project written notification of any default in the performance of the obligations of the Member owning such Unit that is not cured within sixty (60) days.

Section 3. Acquisition of Title by Mortgagee. As provided in Article V, Section 6, any first Mortgagee who obtains title to a Unit pursuant to the remedies provided in the mortgage, or a deed in lieu thereof, shall not be liable for such Unit's unpaid assessments which accrue prior to acquisition of title by the first Mortgagee.

ARTICLE X
AMENDMENTS

Section 1. Proposal. Amendments to these Condominium Bylaws may be proposed by the Board of Directors of the Association acting upon the vote of a majority of the Directors or by one-third (1/3) or more in number of the Members by an instrument in writing signed by them.

Section 2. Meeting to Be Held. If such an amendment is proposed, a meeting for consideration of the same shall be duly called in accordance with the provisions of the Condominium Documents.

Section 3. Vote Required. These Condominium Bylaws may be amended by an affirmative vote of two-thirds (2/3) of all Members in number and in value and two-third (2/3) of all Mortgagees at any regular meeting, or at a special meeting called for such purpose. For purposes of such voting, each Mortgagee shall have one (1) vote for each mortgage held. Notwithstanding the foregoing, no amendment of these Bylaws or any related condominium documents may be made without the prior written consent of the Genoa Charter Township, if such amendment would affect a right of the Genoa Charter Township set forth or reserved within these Bylaws or in the condominium documents.

Section 4. Amendments Not Materially Changing Condominium Bylaws. The Board of Directors may enact amendments to these Condominium Bylaws without the approval of any Member or Mortgagee, provided that such amendments shall not materially alter or change the rights of a Member or Mortgagee, subject to obtaining the prior written consent of the Genoa Charter Township, if such amendment would affect a right of the Genoa Charter Township set forth or reserved within these Bylaws or in the condominium documents.

Section 5. Amendments Concerning Leases. Provisions in these Condominium Bylaws relating to the ability or terms under which a Member may rent its Unit may not be modified and amended without the consent of each affected Member and Mortgagee and, prior to the Transitional Control Date, without the consent of the Developer.

Section 6. Effective Date. Any amendment to these Condominium Bylaws shall become effective upon the recording of such amendment in the Office of the Register of Deeds in the county where the Condominium is located. Without the prior written approval of all holders of mortgage liens on any Unit in the Condominium, no amendment to these Condominium Bylaws shall become effective which involves any change, direct or indirect, any provision hereof that alters or changes materially the rights of any Member or Mortgagee.

Section 7. Costs of Amendment. Any person causing or requesting an amendment to these Condominium Bylaws shall be responsible for the costs and expenses of considering, adopting, preparing and recording such amendment; provided, however, that such costs and expenses relating to amendments adopted pursuant to Article X, Section 3, or pursuant to a decision of the Advisory Committee shall be Expenses of Administration.

Section 8. Notice; Copies of Amendment. Members and Mortgagees of record of Condominium Units shall be notified of proposed amendments not less than ten (10) days before the amendment is recorded. A copy of each amendment to these Condominium Bylaws shall be

furnished to every Member after recording; provided, however, that any amendment to these Condominium Bylaws that is adopted in accordance with this Article or the Act shall be binding upon all persons who have an interest in the Project irrespective of whether such persons actually receive a copy of the amendment.

ARTICLE XI DEFINITIONS

All terms used herein shall have the same meanings as set forth in the Act or as set forth in the Master Deed to which these Condominium Bylaws are attached as an exhibit.

ARTICLE XII REMEDIES FOR DEFAULT

Section 1. Relief Available. Any default by a Member shall entitle the Association or another Member or Members to the following relief:

(a) Failure to comply with any of the terms or conditions of the Condominium Documents shall be grounds for relief, which may include, without limitation, an action to recover sums due for damages, for injunctive relief, for foreclosure of lien (if in default in payment of an assessment) or any combination thereof, and such relief may be sought by the Association, or, if appropriate, by an aggrieved Member or Members.

(b) In any proceeding arising because of an alleged default by any Member, the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees (not limited to statutory fees) as may be determined by the Court, but in no event shall any Member be entitled to recover such attorneys' fees.

(c) Such other reasonable remedies as provided in the rules and regulations promulgated by the Board of Directors, including, without limitation, the levying of fines against Members after notice and opportunity for hearing, as provided in the Association rules and regulations, and the imposition of late charges for nonpayment of assessments.

(d) The violation of any of the provisions of the Condominium Documents shall also give the Association or its duly authorized agents the rights set forth above, to enter, where reasonably necessary, upon the limited or General Common Elements, or into any Unit, and summarily remove and abate, at the expense of the violating Member, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium Documents.

Section 2. Failure to Enforce. The failure of the Association or of any Member to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or of any such Member to enforce such right, provision, covenant or condition in the future.

Section 3. Rights Cumulative. All rights, remedies and privileges granted to the Association or any Member or Members pursuant to any terms, provisions, covenants or conditions of the Condominium Documents shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party

exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.

ARTICLE XIII ARBITRATION

Section 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 management agreement, if any, or to any disputes, claims or grievances arising among or between the Members or between such Members and the Association shall, upon the election and written consent of all the parties to any such dispute, claim or grievance, and written notice to the Association, be submitted to arbitration, and the parties thereto shall accept the arbiter's decision as final and binding, and it shall be enforceable against the party in a court of competent jurisdiction. The Michigan Arbitration Act, as amended and in effect from time to time hereafter, shall be applicable to such arbitration.

The arbiter may be either an attorney acceptable to both parties or a panel of three (3) individuals, at least one (1) of whom shall be an attorney. The panel shall be composed of one (1) individual appointed by the Member and one (1) individual appointed by the Board of Directors of the Association. These two panelists will then promptly agree on the third Member of the panel. No Member who is a natural person may appoint himself or a Member of their household to the panel. No corporate Member may appoint one of its directors, Officers, shareholders or employees to the panel. Neither may a Member serve on behalf of the Board.

The arbitration costs shall be borne by the losing party to the arbitration. The arbiter may require a reasonable deposit to ensure payment of costs. Such deposit shall be placed in escrow in the name of the arbiter as trustee in the name of the matter at issue.

Section 2. Effect of Election. Election by Members or the Association to submit any such dispute, claim or grievance to arbitration shall preclude such parties from litigating such dispute, claim or grievance in the courts. Any appeal from an arbitration award shall be deemed a statutory appeal.

Section 3. Preservation of Rights. No Member shall be precluded from petitioning the courts to resolve any dispute, claim or grievance in the absence of election to arbitrate.

ARTICLE XIV SEVERABILITY

If any of the terms, provisions or covenants of these Condominium Bylaws or the Condominium Documents are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify or impair in any manner whatsoever any of the other terms, provisions or covenants of such documents or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.

ARTICLE XV CONFLICTING PROVISIONS

In the event of a conflict between the provisions of 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 any conflict between the provisions of any one or more Condominium Documents, the following order of priority shall prevail, and the provisions of the Condominium Document having the highest priority shall govern:

- (1) the Master Deed, including the Condominium Subdivision Plan;
- (2) these Condominium Bylaws;
- (3) the Articles of Incorporation of the Association; and
- (4) the Rules and Regulations of the Association.

LIVINGSTON COUNTY CONDOMINIUM SUBDIVISION PLAN NO. _____

EXHIBIT "B" TO THE MASTER DEED OF

CHESTNUT LANDING

A SITE CONDOMINIUM

GENOA TOWNSHIP, SECTION 11, T1N-R5E
LIVINGSTON COUNTY, MICHIGAN

DRAWING INDEX

<u>NO.</u>	<u>TITLE</u>
1.	COVER SHEET
2.	SURVEY PLAN
3.	UNIT AREA & PERIMETER PLAN
4.	UNIT 2 & UNIT 3 SECTION PLAN
5.	SITE & UTILITY PLAN

DEVELOPER:

CHESTNUT DEVELOPMENT
6253 GRAND RIVER AVE., SUITE #700
BRIGHTON, MI 48114
(888) 825-1420

PREPARED BY:



LIVINGSTON ENGINEERING
3300 S. OLD U.S. 23
BRIGHTON, MI. 48114
(810) 225-7100

ATTENTION: COUNTY REGISTER OF DEEDS

THE CONDOMINIUM SUBDIVISION PLAN NUMBER MUST BE ASSIGNED IN CONSECUTIVE SEQUENCE. WHEN A NUMBER HAS BEEN ASSIGNED TO THIS PROJECT, IT MUST BE PROPERLY SHOWN IN THE TITLE ON THIS SHEET AND IN THE SURVEYORS CERTIFICATE ON SHEET 2.

LEGAL DESCRIPTION: COMBINED TAX IDS: 11-11-300-027, 11-11-300-028, 11-11-300-021

Part of the Southwest 1/4 of Section 11, Town 1 North, Range 5 East, Genoa Township, Livingston County, Michigan, more particularly described as follows: Commencing at the Southwest Corner of said Section 11; thence along the South line of said Section 11, N 87°46'30"E (Previously recorded as N 87°56'50"E), 1338.82 feet; thence N 02°03'40"W (Previously recorded as N 00°13'00"E), 328.24 feet to a point on the centerline of Grand River Avenue (variable width public right of way); thence continuing N 02°03'40"W (Previously recorded as N 00°13'00"E), 300.00 feet to the POINT OF BEGINNING of the Parcel to be described; thence continuing N 02°03'40"W (Previously recorded as N 00°13'00"E), 262.51 feet; thence S 70°37'36" E (Previously recorded as S 68°20'56"E), 449.05 feet; thence S 02°41'13" E (Previously recorded as S 00°24'33"E), 564.96 feet to a point on the centerline of said Grand River Avenue; thence along the centerline of said Grand River Avenue, N 70°37'36" W (Previously recorded as N 68°20'56"W), 260.68 feet; thence N 02°03'40"W (Previously recorded as N 00°13'00" E), 300.00 feet; thence N 70°37'36"W (Previously recorded as N 68°20'56"W), 195.00 feet to the Point of Beginning, containing 4.19 acres, more or less, and subject to the rights of the public over existing Grand River Avenue. Also subject to any other easements and restrictions of record.

PROPOSED AS OF APRIL 30, 2021

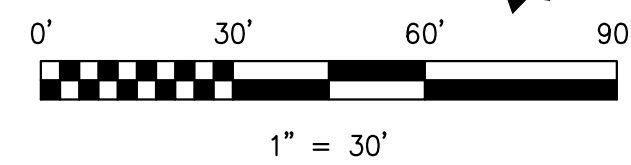
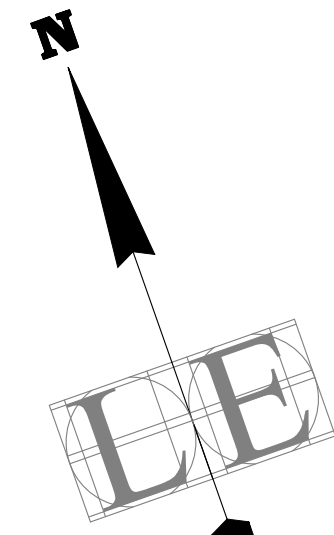
SURVEY PLAN

BENCHMARKS

#300 ARROW ON HYDRANT
ELEV. = 979.62'
(NAVD88)

NOTES:

- BEARINGS ARE BASED ON GRID NORTH, MICHIGAN STATE PLANE COORDINATE SYSTEM, "SOUTH ZONE".
- THE SUBJECT PROPERTY DOES LIE WITHIN A DESIGNATED 100 YEAR FLOOD PLAIN.



LEGEND

WATER MAIN	---	W
SANITARY SEWER	---	SAN
STORM SEWER	---	ST
OVERHEAD	---	---
FENCE	---	x
U.G. TELEPHONE	---	T
SECTION CORNER	⊕	
TREELINE	⌒	
SIGN	⊙	
LIGHT POLE	⊙	
UTILITY POLE	⊙	
CONCRETE	▨	
GRAVEL	▨	
ASPHALT	▨	

SURVEYOR'S CERTIFICATE

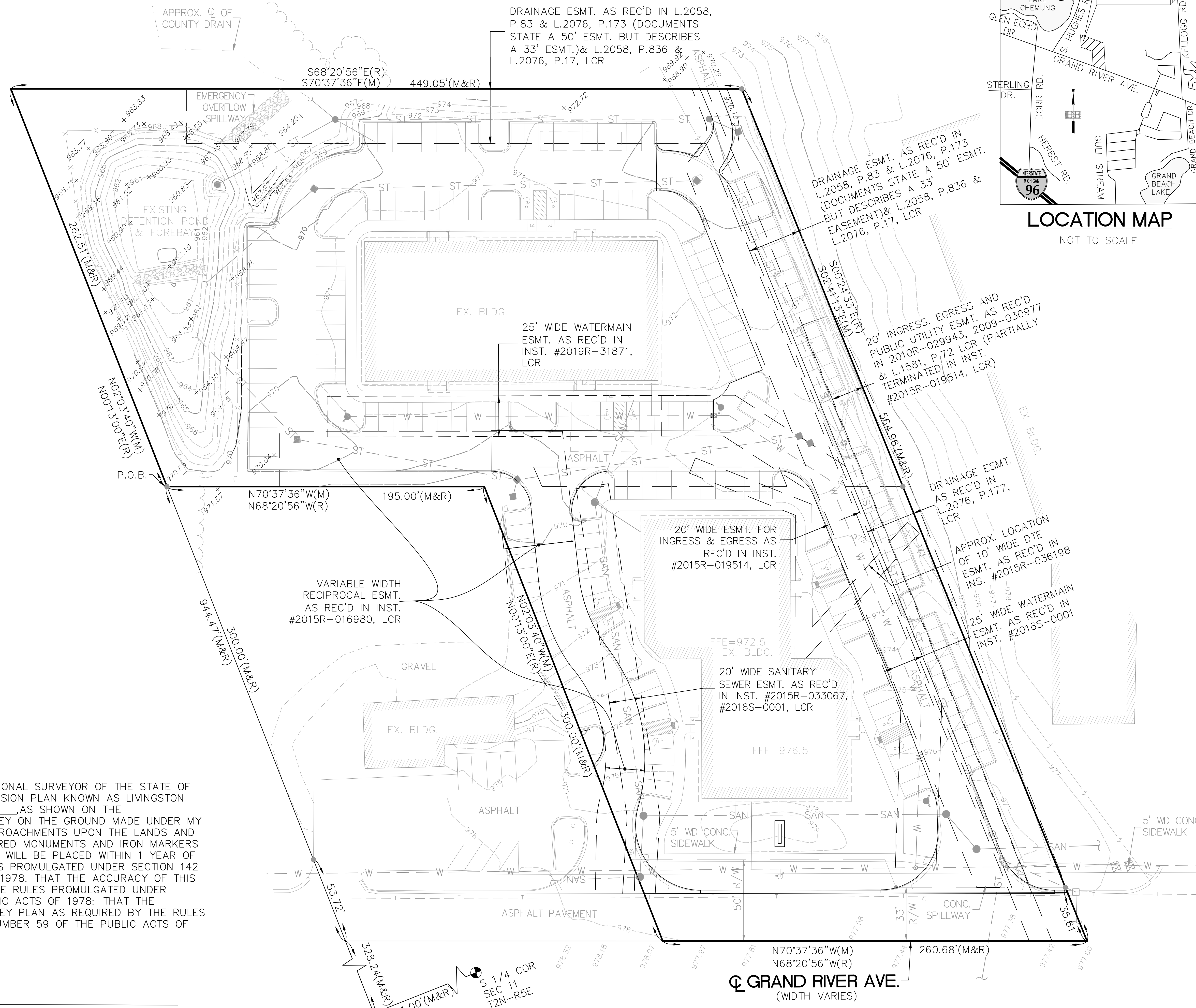
I, WILLIAM R. STREBBING, III, LICENSED PROFESSIONAL SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY: THAT THE SUBDIVISION PLAN KNOWN AS LIVINGSTON COUNTY CONDOMINIUM SUBDIVISION PLAN NO. _____, AS SHOWN ON THE ACCOMPANYING DRAWINGS REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION, THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LANDS AND PROPERTY HEREIN DESCRIBED. THAT THE REQUIRED MONUMENTS AND IRON MARKERS HAVE NOT BEEN LOCATED IN THE GROUND, BUT WILL BE PLACED WITHIN 1 YEAR OF THE RECORDING DATE AS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978. THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978; THAT THE BEARINGS AS SHOWN ARE NOTED ON THE SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978.

WILLIAM R. STREBBING, III P.S.
REGISTRATION NO. 4001051686
LIVINGSTON ENGINEERING
3300 S. OLD US 23 HWY.
BRIGHTON, MICHIGAN 48114

SW COR
SEC 11
T2N-R5E

1338.82'(M&R)
N87°46'30"E(M)
N87°56'50"E(R)
SOUTH LINE OF SECTION 11

1/4 COR
SEC 11
T2N-R5E



DRAINAGE ESMT. AS REC'D IN L.2058, P.83 & L.2076, P.173 (DOCUMENTS STATE A 50' ESMT. BUT DESCRIBES A 33' ESMT.) & L.2058, P.836 & L.2076, P.17, LCR

DRAINAGE ESMT. AS REC'D IN L.2058, P.83 & L.2076, P.173 (DOCUMENTS STATE A 50' ESMT. BUT DESCRIBES A 33' EASEMENT) & L.2058, P.836 & L.2076, P.17, LCR

20' INGRESS, EGRESS AND PUBLIC UTILITY ESMT. AS REC'D IN 2010R-029943, 2009-030977 & L.1581, P.72 LCR (PARTIALLY TERMINATED IN INST. #2015R-019514, LCR)

DRAINAGE ESMT. AS REC'D IN L.2076, P.177, LCR

APPROX. LOCATION OF 10' WIDE DTE ESMT. AS REC'D IN IN. #2015R-036198

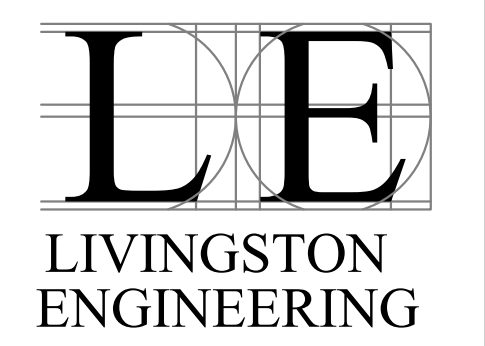
25' WIDE WATERMAIN ESMT. AS REC'D IN INST. #2016S-0001

GRAND RIVER AVE.
(WIDTH VARIES)



LOCATION MAP

NOT TO SCALE



LIVINGSTON ENGINEERING
CIVIL ENGINEERING, SURVEYING, PLANNING
3300 S. OLD US 23
Brighton, MI 48114
PHONE: (810) 225-7100
FAX: (810) 225-7699
http://www.livingstoneng.com

Project Title

CHESTNUT LANDING

Sheet Title

SURVEY PLAN

Client

CHESTNUT DEVELOPMENT

REVISIONS

REVISIONS	DATE

Scale

Vertical: _____
Horizontal: 1" = 30'

Drawn

N. LEMONS

Checked

Approved

Date 04-30-2021

Job no.

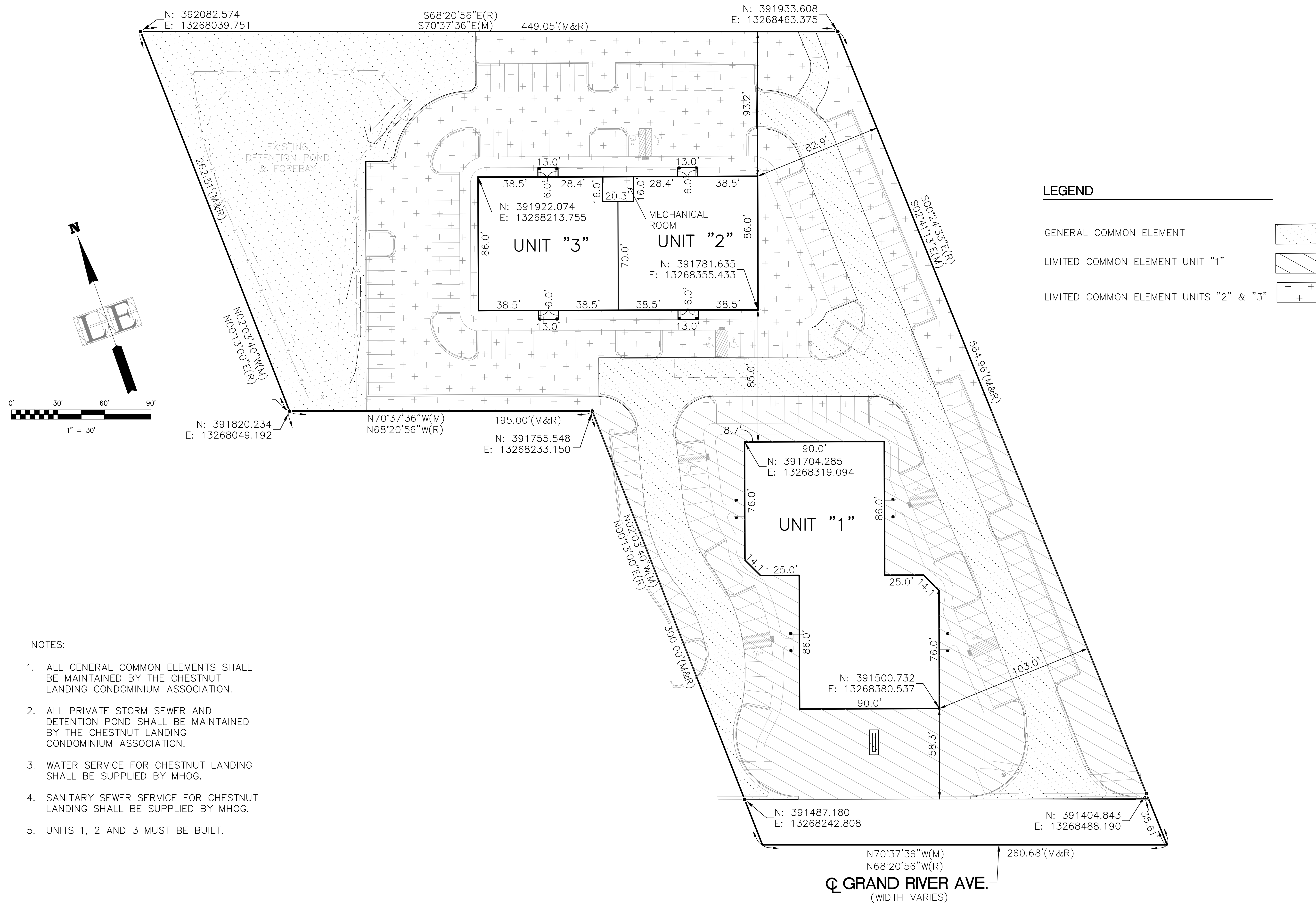
14211-2

Sheet no.

2

PROPOSED AS OF APRIL 30, 2021

UNIT AREA AND PERIMETER PLAN



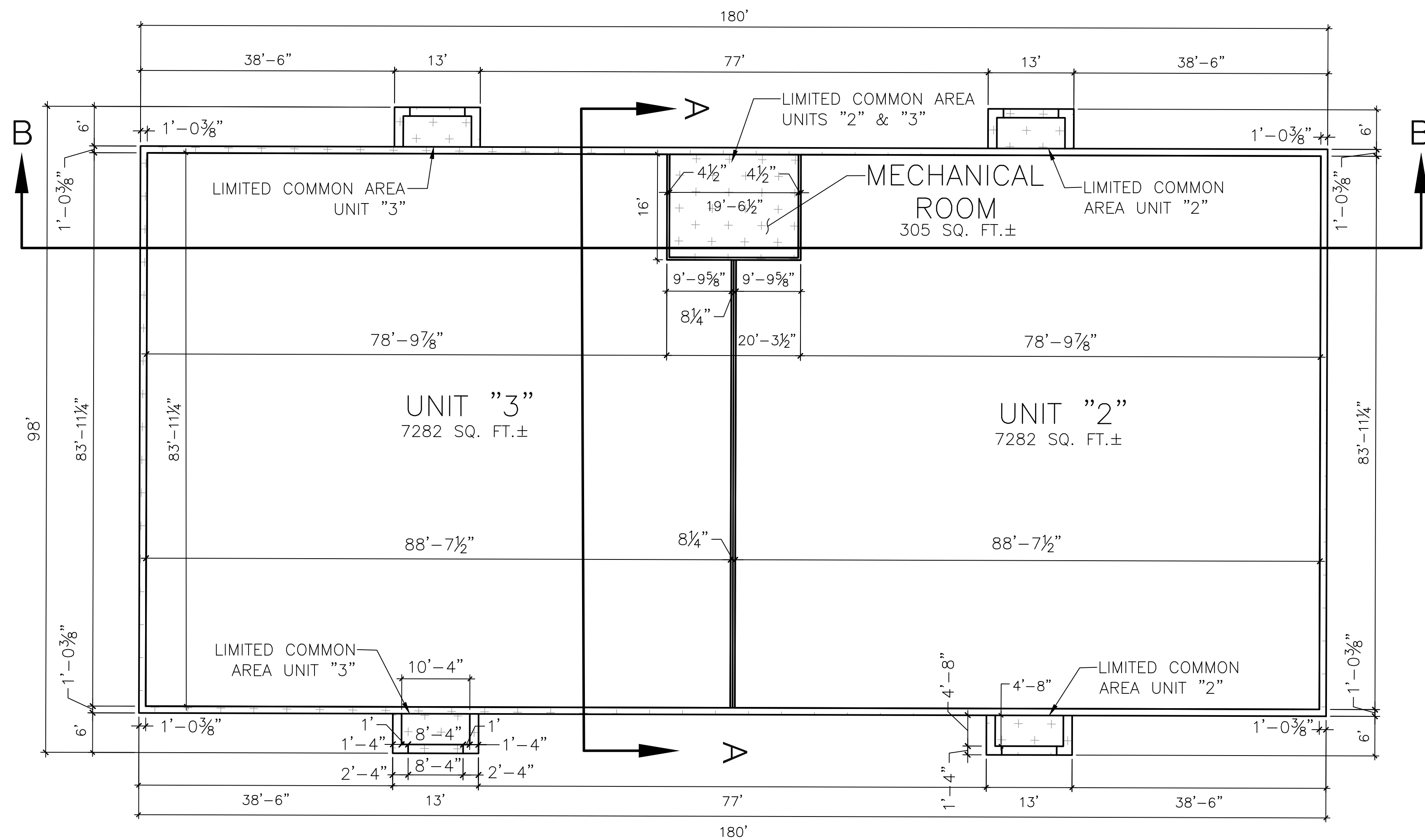
Project Title
 CHESTNUT LANDING

Sheet Title
 UNIT & PERIMETER PLAN

Client
 CHESTNUT DEVELOPMENT

REVISIONS	DATE

PROPOSED AS OF APRIL 30, 2021

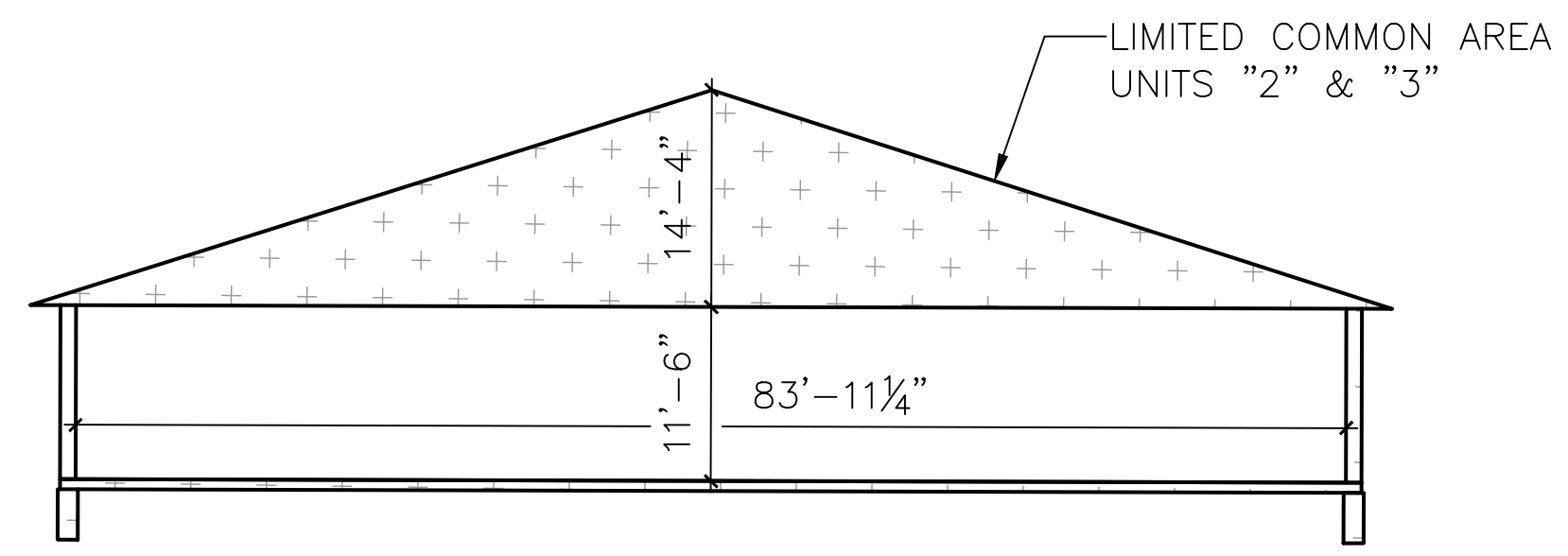


FLOOR PLAN UNITS "2" & "3"
SCALE: 1"=1'

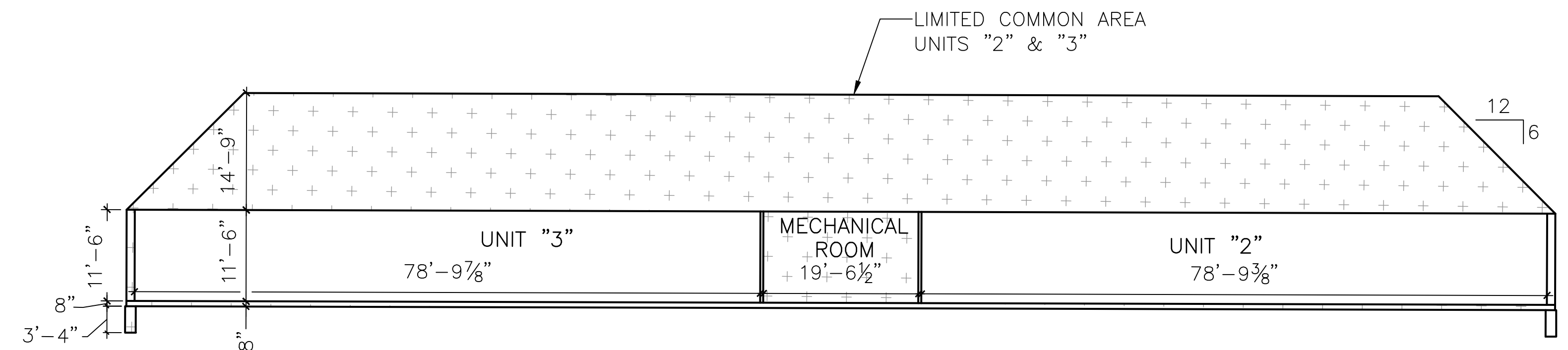
UNIT 2 AND UNIT 3 SECTION PLAN

LEGEND

LIMITED COMMON ELEMENT AS SHOWN



SECTION AA
SCALE: 1"=1'



SECTION BB
SCALE: 1"=1'

LE
LIVINGSTON
ENGINEERING
CIVIL ENGINEERING,
SURVEYING, PLANNING
3300 S. OLD US 23
Brighton, MI 48114
PHONE: (810) 225-7100
FAX: (810) 225-7699
<http://www.livingstoneng.com>

Project Title
**CHESTNUT
LANDING**

Sheet Title
**UNIT SECTION
PLAN**

Client
**CHESTNUT
DEVELOPMENT**

REVISIONS	DATE

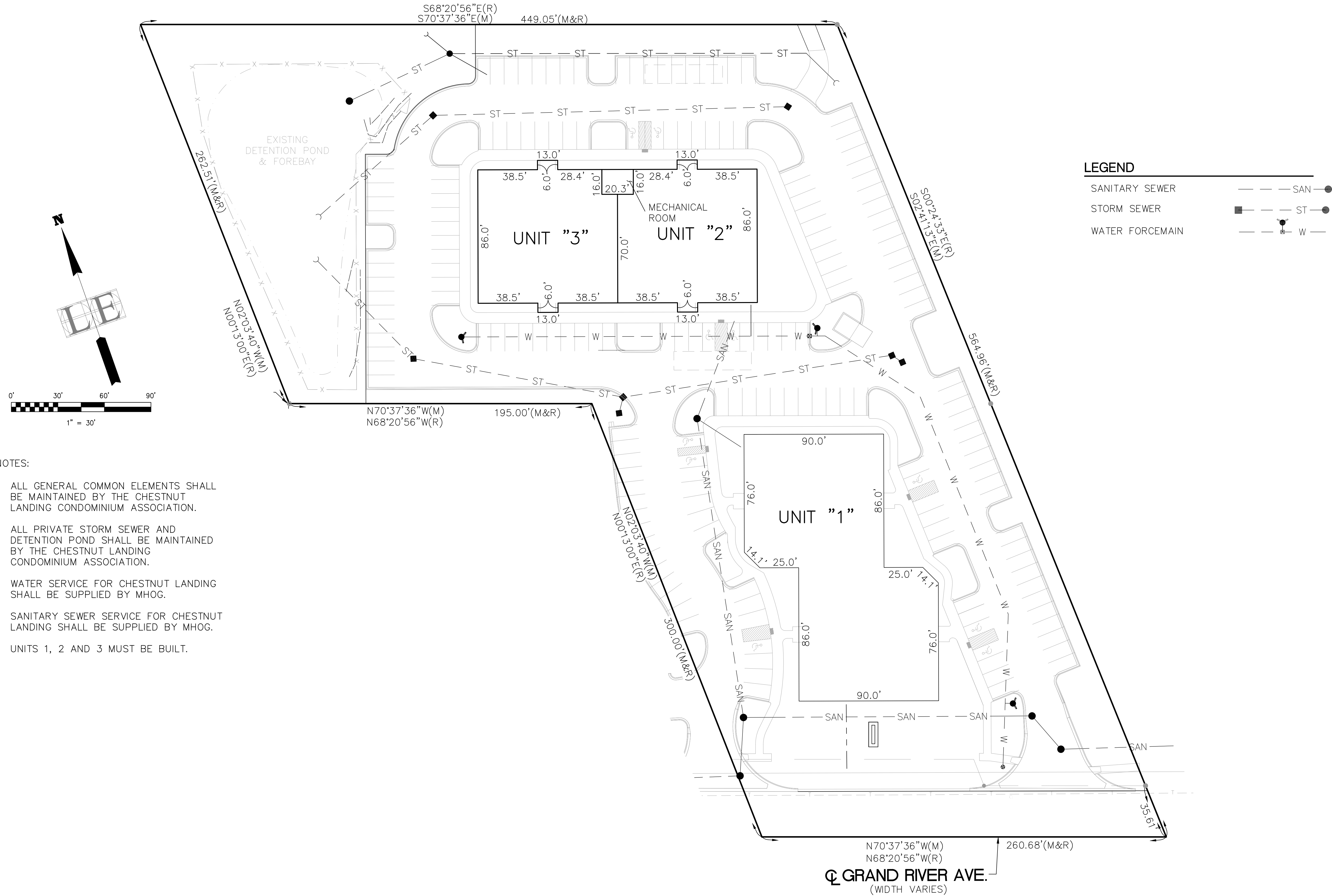
Scale
Vertical: _____
Horizontal: **1" = 30'**

Drawn N. LEMONS
Checked _____
Approved _____
Date 04-30-2021

Job no.
14211-2

Sheet no.
4

SITE AND UTILITY PLAN



LEGEND

SANITARY SEWER	--- SAN ●
STORM SEWER	--- ST ●
WATER FORCEMAIN	--- W ●

- NOTES:
1. ALL GENERAL COMMON ELEMENTS SHALL BE MAINTAINED BY THE CHESTNUT LANDING CONDOMINIUM ASSOCIATION.
 2. ALL PRIVATE STORM SEWER AND DETENTION POND SHALL BE MAINTAINED BY THE CHESTNUT LANDING CONDOMINIUM ASSOCIATION.
 3. WATER SERVICE FOR CHESTNUT LANDING SHALL BE SUPPLIED BY MHOG.
 4. SANITARY SEWER SERVICE FOR CHESTNUT LANDING SHALL BE SUPPLIED BY MHOG.
 5. UNITS 1, 2 AND 3 MUST BE BUILT.

LE
LIVINGSTON
ENGINEERING

CIVIL ENGINEERING,
SURVEYING, PLANNING
3300 S. OLD US 23
Brighton, MI 48114
PHONE: (810) 225-7100
FAX: (810) 225-7699
<http://www.livingstoneng.com>

Project Title
CHESTNUT LANDING

Sheet Title
SITE & UTILITY PERIMETER PLAN

Client
CHESTNUT DEVELOPMENT

REVISIONS	DATE

Scale
Vertical: _____
Horizontal: **1" = 30'**

Drawn N. LEMONS
Checked _____
Approved _____
Date 04-30-2021

Job no.
14211-2

Sheet no.
5

PROPOSED AS OF APRIL 30, 2021

**GENOA CHARTER TOWNSHIP
PLANNING COMMISSION
SPECIAL MEETING / PUBLIC HEARING
JUNE 2, 2021
7:00 P.M.
MINUTES**

CALL TO ORDER: Chairman Grajek called the meeting of the Genoa Charter Township Planning Commission to order at 7:00 p.m. Present were Chris Grajek, Marianne McCreary, Jim Mortensen, Jeff Dhaenens, and Glynis McBain. Also present were Kelly VanMarter, Community Development Director/Assistant Township Manager; and Brian Borden of Safebuilt Studio, and Gary Markstrom of Tetra Tech. Absent were Eric Rauch and Jill Rickard.

PLEDGE OF ALLEGIANCE: The pledge of allegiance was recited.

APPROVAL OF AGENDA:

Chairman Grajek noted that the meeting minutes to be approved tonight are the May 10, 2021 meeting.

Moved by Commissioner McCreary, seconded by Commissioner Mortensen, to approve the agenda as corrected. **The motion carried unanimously.**

DECLARATION OF CONFLICT OF INTEREST: None

CALL TO THE PUBLIC: The call to the public was made at 7:01 pm with no response.

OPEN PUBLIC HEARING #1... Review of a special use application, environmental impact assessment and site plan for a proposed 28,851 sq. ft. addition for a retreat center which will include overnight stays located at 1391 Kellogg, southwest corner of Kellogg and McClements Roads. The request is petitioned by the Chaldean Catholic Church of the U.S.A.

- A. Recommendation of Special Use Application
- B. Recommendation of Environmental Impact Assessment (3-15-21)
- C. Recommendation of Site Plan (3-15-21)

Ms. Eavan Yaldo, the architect for the project, Mr. Bert Kasab, Chairman of the Our Lady of the Fields Committee, and Mr. Mike Hickey, Camp Administrator and Executive Director of the camp, were present.

Ms. Yaldo stated they would like to create a cohesive location for faith building and spiritual well being. It will be open to all groups; however, they will limit users who do not align with their mission. She provided a description of the proposed building materials, uses, and site development. They have met all of the requirements of the Brighton Area Fire Authority, Township engineer, and Township planner. They have submitted a proposed operations plan as well as updates to the Environmental Impact Assessment as requested.

Mr. Borden reviewed his letter of May 3, 2021.

He stated that the project has not changed since it was first presented last fall; however, there have been some improvements. The applicant has submitted compliant landscape and lighting plans and the majority of the parking spaces will be paved. A new item proposed is the inclusion of a new waste receptacle and enclosure. They are proposing to use treated lumber instead of masonry but the Planning Commission must approve this. The proposed sign must obtain a sign permit before it is installed.

The request is consistent with the Special Land Use Standards Ordinance.

Mr. Markstrom reviewed his letter dated April 7, 2021.

- The Petitioner will need approval from the Livingston County Health Department for the proposed well and septic updates. This should be obtained and provided to the Township for their records.
- Approval of the proposed site was provided by the Brighton Area Fire Authority.
- The Petitioner shows parking calculations on the plans. Currently the plans show seven new spaces, while the parking calculations show 74 spaces required for the proposed use. The Petitioner is proposing to share parking with the church, which has 102 parking spaces currently. Due to the church and retreat center being used mostly by the same group of people, he finds this co-use of parking to be reasonable.
- The Genoa Township Zoning Ordinance requires that the parking lot be hard surface with concrete curb and gutter. However, an aggregate parking lot may be considered as a Low Impact Development alternative to the zoning requirements. Through the discussions with the Planning Commission, the Petitioner has agreed to pave the parking spaces that are immediately adjacent to the proposed access drive/fire lane. This reduced paving is acceptable from an engineering point of view.
- The tributary area shown on Sheet Six does not encompass all of the proposed site improvements, but it does collect some of the existing drive and church that was not previously captured by on-site storm sewer. The development is proposed on a small portion of the entire site. The parcel contains ponds and basins that collect all the runoff from the developed portion of the property. Since the tributary area to the new basins is essentially the same size as the proposed impervious area addition, we feel the proposed detention meets the intent of the stormwater management guidelines and is acceptable as presented.

The call to the public was made at 7:11 pm.

Mr. Charles Saliba of 1829 Kellogg Road, which is approximately ¼ mile from the camp, stated that at November's meeting, it was noted that funds from rentals would be used to maintain the camp. He is unsure how they are able to spend the money to build this project but need the funds from renting it to maintain the site. He is concerned that this hotel will be open 24 hours a day. He is also concerned with the traffic and the noise. It will bring down the neighbors' property values.

Board Member McCreary requested that the applicant read the proposed operations plan.

Ms. Yaldo read the plan, which included who will be using the property, what type of events and activities will be held, the schedule of activities and what months, days, and times they will be held, they will comply with the Township noise ordinance, the number and titles of employees,

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number of anticipated guests at events, deliveries, trash service, anticipated traffic, and property maintenance and activity clean up.

Ms. Dori Berean of 1273 Euler Road would like to relinquish her time to her husband and agrees with what he will say.

Ms. Kay Baker of 1780 Euler Road would like to relinquish her time to another neighbor.

Mr. Steve Olivieri of 1200 Kellogg Road recalls the Planning Commission asking for a five-year plan from the camp at the meeting in November and wondered if that was provided. Neither Chairman Grajek nor Ms. VanMarter recall that being requested.

Ms. Lynn Drouillard of 6781 Felice stated she can see the existing structure all year and this building will be bigger. She has done a lot of improvements to her home. The lights from the parking lot come into her windows. They have not fixed the fence. She had her home appraised and if this is built, she will lose 10 percent of the value of her home.

Ms. Patricia Kopicko of 6843 Felice stated her home is directly behind this property so she will be able to see the back of this building. There will be a lot of people coming to this camp. She agrees with Mr. Olivieri and would like to see a five-year plan. The applicant is saying they cannot afford to maintain the property now, so how will they maintain this site after it is built. The site is currently not maintained. Their other camps are in very large rural areas. This is not the area for this.

Mr. Mike Berean of 1273 Euler Road provided a letter from his neighbors at 1121 Euler who would like to relinquish their time to him.

Mr. Berean stated this is not about the mission, but it is the wrong location. He read portions of the Zoning Ordinance and Master Plan that pertain to this request and the reasons why this application should not be approved in this location. Examples include the access roads, the uses proposed for the site, its incapability with the surrounding neighborhood, etc... The original church should not have been approved. He provided information on the other camps that Chaldean Catholic Church of the U.S.A owns, which included the sizes of the buildings, number of annual visitors, etc. The applicant is currently in violation because they do not maintain the site. He reviewed comments that have been made by the neighbors in previous meetings.

He stated the Township Ordinance allows for the Township Board to hold a public hearing to determine if the original Special Land Use Permit should be revoked. He and his neighbors would like this to occur because they believe the owner is currently in violation of the conditions placed on that approval as well as various Township Ordinances.

Mr. James Drouillard of 6781 Felice is mostly affected by this plan. He showed where his property is located in relation to the site plan. There will be people on this site and they will drive along Kellogg Road 365 days a year. He will hear all of the noise and see all of the lights. This could host thousands of people per year and hundreds of cars. He asked the Planning Commission to deny the request.

Mr. Todd Gessert of 1090 Kellogg Road stated this use does not fit the area and does not help the local community or local residents. He can hear the music when he is inside his home with the windows closed.

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Mr. Mike Baker of 1780 Euler Road stated he and his neighbors like the neighborhood the way it is.

Mr. Bill Maniaci, 1866 Euler Road stated he is a real estate agent and this will affect everyone's property values. This proposal will add traffic to the area. If the music from this site is too loud, he will not be able to enjoy being outside in his yard.

Mr. Patrick Spence of 1838 Euler asked to see the letter of support from the Livingston County Parks and Recreation that the applicant stated was provided. Ms. VanMarter provided a copy of the letter to Mr. Spence. He noted that the Township Board recently denied the other church proposal because it was not a good fit. These neighbors believe this is not a good fit.

The call to the public was closed at 8:10 pm.

Ms. Yaldo understands and respects the concerns from the neighbors this evening. The previous owner of this property may not have had a plan for this site. They now own the property and there is now a clear and concise mission for this property. They want to discontinue the private events such as reunions and weddings as they are not in line with the purpose of this property. This is a 160-acre property. It is beautiful and they want to maintain that beauty and keep it peaceful. They would like the Planning Commission to consider what is submitted and not what is being perceived to occur on this property. She believes that the documentation they have provided shows this and has met with the requests. This retreat center is fully financed as of today.

Mr. Bert Kasab, Chairman of the Our Lady of the Fields Committee, stated the Committee was put together to develop a mission of the property and they have done that. They want to contribute in a positive way to the community.

Mr. Mike Hickey stated he has been a camp director for 30 years. They have had no events with loud music on this property since 2019. There is over two miles of fence around this property and they are having problems obtaining materials and labor to make the repairs. They will fix the fence.

Chairman Grajek asked Mr. Borden for his opinion regarding the ordinance violations, etc. as stated by Mr. Berean. Mr. Borden stated that the request is in compliance with all Township Ordinances. Many of the items stated by Mr. Berean were not applicable to this site and project.

Chairman Grajek stated that the applicant has property rights and they are allowed to come to the Township and make this request. It is reviewed and recommendations are made based on if it meets the ordinances. The Board of Trustees makes the final decision.

Chairman Grajek stated that Livingston County Sheriff Mike Murphy has endorsed this project.

Commissioner Mortensen does not feel that the applicant has addressed the concerns of the neighbors. There have been no noise complaints received by the Township since 2019. The Operations Plan needs to provide additional information. It should state who specifically will monitor the sound, that there would be no outdoor amplification allowed, all groups renting the site would have to sign a document stating they will not violate the sound ordinance, and there should be signs on the property saying "No Amplification". He would also propose a one-year special use permit and each year it would require administrative approval for renewal.

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Commissioner Dhaenens stated that when there is a camp, there is usually someone on site 24 hours a day who answers the phone, greets the public, etc. He understands that the neighbors are concerned with what could occur on this site because of what happened in previous years as well as the traffic and the noise that it could generate. He would like to see the operations plan have more detail as to who will be there and when, what will be the different operations and uses between the church, the camp, and the retreat. He also agrees with Commissioner Mortensen that any approval would be for only one year.

Commissioner McCreary loves the idea of the retreat and believes what the applicant says about their mission. The site conforms to their mission, but it does not conform to the area. She knows the church brings value to the community, but she is concerned about property values. The examples of other retreats provided by the applicant are in commercial areas and not near residential properties.

Commissioner McBain wants to ensure the Township is planning and looking to the future and what it will look like when it is completely developed. This proposal is not harmonious with the neighborhood and the current zoning. It does not make sense to put a church in the middle of a residential, rural area.

Ms. Yaldo appreciates the feedback from the Planning Commissioners and would like to be able to provide a more detailed and comprehensive operations plan. She requested to have this item tabled this evening.

Moved by Commissioner Dhaenens, seconded by Commissioner Mortensen, to postpone, per the applicant's request, the review of a special use application, environmental impact assessment and site plan for a proposed 28,851 sq. ft. addition for a retreat center which will include overnight stays located at 1391 Kellogg, southwest corner of Kellogg and McClements Roads petitioned by the Chaldean Catholic Church of the U.S.A. until a future scheduled planning commission meeting. **The motion carried unanimously.**

ADMINISTRATIVE BUSINESS

Staff Report

Ms. VanMarter stated there will be a meeting on Monday, June 14, with three requests as well as an ordinance update review.

Approval of the May 10, 2021 Planning Commission meeting minutes

Needed changes were noted.

Moved by Commissioner McCreary, seconded by Commissioner Dhaenens, to approve the minutes of the May 10, 2021 Planning Commission Meeting as amended. **The motion carried unanimously.**

Member Discussion

There were no items to discuss this evening.

Adjournment

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Moved by Commissioner Mortensen, seconded by Commissioner McBain, to adjourn the meeting at 9:14 pm. **The motion carried unanimously.**

Respectfully Submitted,

Patty Thomas, Recording Secretary

DRAFT