PACKET #1

GENOA CHARTER TOWNSHIP
PLANNING COMMISSION
PUBLIC HEARING
AUGUST 11, 2025
MONDAY
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… Consideration for a PUD agreement, environmental impact assessment, final PUD plan to construct a 55-unit single-family site condominium development located at the northwest corner of Challis Road and Bauer Road. The project includes the following parcels: 4711-23-400-008, 4711-23-400-007, 4711-23-400-001 and 4711-23-300-003. The request is submitted by Pulte Homes of Michigan.

A. Recommendation of Planned Unit Development Agreement
B. Recommendation of Environmental Impact Assessment (3-5-25)
C. Recommendation of Final PUD Site Plan (7-22-25)

OPEN PUBLIC HEARING #2…Consideration for a Special Land Use application, site plan and impact assessment for a drive through restaurant within a multi-tenant commercial building. The property is located at 1111 S. Latson Road (4711-09-100-043), east side of Latson Road, south of Grand River Avenue. The request is submitted by Kevin Bahnam

A. Recommendation of Special Use Application
B. Recommendation of Environmental Impact Assessment (5-27-25)
C. Recommendation of Site Plan (5-27-25)

OPEN PUBLIC HEARING #3… Consideration for a Special Land Use application, impact assessment, private road with a shared driveway for 7 new homes on 20.39 acres located at 6025 Brighton Road. Special Land Use is required for shared driveway crossing regulated wetland and 25-foot natural features buffer. The proposed development is for the following parcels: 4711-26-300-011 and 4711-27-400-012. The request is submitted Boss engineering.

A. Recommendation of Special Use Application
B. Recommendation of Environmental Impact Assessment (5-20-25)
C. Recommendation of Site Plan (7-22--25)

OPEN PUBLIC HEARING #4… Consideration of an ordinance amendment to Article 13 entitled "Environmental Protection Regulations" and Article 21 entitled "Administration and Enforcement". **STAFF REQUESTS ARTICLE 13 "ENVIRONMENTAL PROTECTION REGULATIONS" TO BE POSTED TO THE SEPTEMBER 8, 2025 PLANNING COMMISSION MEETING.**

A. Recommendation of Zoning Ordinance Amendment to Article 21 entitled "Administration and Enforcement".

ADMINISTRATIVE BUSINESS:

- Staff Report
- Approval of June 9, 2025 Planning Commission meeting minutes
- Member discussion
- Adjournment

*Citizen's Comments- In addition to providing the public with an opportunity to address the Planning Commission at the beginning of the meeting, opportunity to comment on individual agenda items may be offered by the Chairman as they are presented. Anyone speaking on an agenda item will be limited to 2 minutes.

UMLOR GROUP

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May 12, 2025

Genoa Township
2911 Dorr Road
Brighton, MI 48116

Good Afternoon,

On behalf of Pulte Homes of Michigan LLC (Applicant) and Asa Genoa, LLC, Eisenberg Brighton Genoa, LLC and Are five Family Limited Partnership (Owners), we are pleased to submit a Final PUD Site Plan for **Legacy Hills**, a **55-unit**, single family residential site condominium for your consideration.

Included are the preliminary approvals for septic and well, and entrance and site distance location. We have preliminary approval from the Brighton Area Fire Authority as well and are showing fire suppression wells. TetraTech will determine if we are in compliance with the Drain Commissioner.

After TetraTech's initial review of the road design we will submit to EGLE for our wetland crossing. Any change to the road design in that area could effect our submission to EGLE.

If you have questions, comments or require anything further, please do not hesitate to contact me via email sallen@umlorgroup.com or on my cell (734)890-6022. We look forward to working with you to ensure this project is a success. Thank you in advance for your consideration.

The Umlor Group
Stephen C. Allen
Design Services Director

Approval of Consent Agenda:

Moved by Deaton, supported by Soucy, to approve the Consent Agenda as presented. **The motion carried unanimously**.

1. **Payment of Bills: April 7, 2025**

2. **Request to approve the March 17, 2025 regular meeting minutes.**

Approval of Regular Agenda:

Ms. VanMarter stated that a change is needed to Item #4 on tonight's agenda. The "Disposition of Rezoning Ordinance Number Z-25-04" states that ⅔ vote is required. That is not correct; it requires a majority vote.

Moved by Hunt, supported by Reiber, to approve the Regular Agenda as amended. **The motion carried unanimously.**

3. **Presentation by Brighton Area Fire Authority.**

Brighton Area Fire Authority Chief Michael O'Brien stated he has been in the fire service 30 years and has been Chief for 14 years. He provided the BAFA year-end report to the Board. He stated that BAFA is very well prepared for the upcoming construction projects in the area, including knowing how they will navigate the closures and detours. They now have all but one of their stations staffed.

He reviewed the ice rescue incident they had on March 12 on Lake Chemung.

They have deployed four staff to northern Michigan due to the ice storm they experienced last week.

They are reviewing their ice rescue and open water procedures and equipment, including purchasing a new boat.

4. **Public hearing and consideration of recommendations for approval of the rezoning Ordinance Number Z-25-04, environmental impact assessment, planned unit development (PUD) agreement, and conceptual PUD plan to rezone 127.57 acres from Agriculture (AG) to Low-Density Residential (LDR) with Residential Planned Unit Development overlay (RPUD) to allow for a proposed 55-unit single-family site condominium development located at the northwest corner of Challis Road and Bauer Road. The proposed rezoning is for the following parcels: 4711-23-400-008, 4711-23-400-007, 4711-23-400-001 and 4711-23-300-003 and the request is submitted by Pulte Homes of Michigan.**

   A. **Call to the Public**
   B. **Disposition of Rezoning Ordinance Number Z-25-04 (Roll Call, ~~requires 2/3 vote~~)**
   C. **Disposition of Environmental Impact Assessment (3-05-25)**
   D. **Disposition of PUD Agreement**

E. Disposition of Conceptual PUD plan (3-05-25)

The call to the public was made at 6:58 pm.

Mr. Zenon Czornij of 6457 Grand Circle has lived here for 30 years and this is a beautiful area to live. He asked for studies on what is going to happen to the aquifer when these homes are built. They want to ensure that the rate of well failure and performance of the wells is closely studied and understood by the residents. There will be a lot of increased water usage in the new development, and he wants to ensure that it will not negatively affect the residents in Mountain View. He is concerned about the detention pond and runoff. This will have an impact on the environment.

Mr. Carl Mauch of 6503 Catalpa Drive has lived here for 42 years. He is concerned with coming out of the east Grand Circle exit. You cannot see the oncoming traffic. This new development will increase the amount of traffic coming this way. He is also concerned about the crosswalks being installed to connect the pathway on Challis to Bauer because there is a lot of traffic and people drive fast. He suggested putting a sign there.

Mr. Mark Finley of 4567 Mt. Brighton Drive asked why this development is needed. There will be more traffic. Does the Township need more tax revenue? There is plenty of vacant land outside of this area. He is in favor of affordable housing.

The call to the public was closed at 7:09 pm.

Mr. Mike Noles of The Umlor Group, the engineering firm representing Pulte Homes, stated this is the first step in the process. They are requesting to rezone these properties to comply with the Residential PUD ordinance. At the request of the Board, they have provided a full copy of the hydrogeological study that says this development will not negatively affect the surrounding wells or the aquifer. They have amended the PUD Agreement to comply with all of the items requested by the Board at the last meeting. He reviewed the details of those changes. He also showed the site plans, conservation areas, detention ponds, and building elevations from existing Pulte developments.

Supervisor Spicher stated he requested the hydrological study from Mr. Noles. Dr. Tatara reviewed it, and he is confident that the development will not negatively affect existing wells. He appreciates the work that has been done by the developer since the previous meeting. His concerns have been addressed.

Mr. Soucy stated that when the Mt. Brighton golf course was operating, they used 100,000 gallons of water a day, and the 55 homes will draw 20,000 gallons per day.

Ms. Hunt agrees that the homeowner penalty for tree removal should be what is stated in the ordinance. She is comfortable with the $5,000 fine and the 1:1 replacement for the developer. Mr. Soucy would like the fine to be increased to $25,000.

Ms. Hovarter questioned if these wells will be on a different aquifer than the existing wells in Mountain View. Mr. Brian Biskner of The Umlor Group stated that the wells will be deeper than the Mountain View wells. They will be at least 100 feet deep and in a different aquifer. The

standards have changed. Ms. Hovarter confirmed that if the existing wells fail, the homeowner's will be responsible for fixing them.

Ms. Deaton thanked the applicant for addressing all of their concerns. Her biggest concern was the discharge from the water softeners.

Mr. Reiber wants to ensure that the refund for the Radon mitigation is enough to fully reimburse the homeowner.

Mr. Mauch asked to speak again. He reiterated his concerns regarding the view for residents turning out of Mountain View. Mr. Noles stated that with the installation of their entrance driveway it will open up the sight distance more, which will help Mountain View residents turning east on Challis see the oncoming traffic.

Mr. Noles stated they agree with the revised language in the PUD Agreement; however, in the suggested motion for the Site Plan, he would like to have the requirement of all trees 3" caliper and smaller be removed. They do not have that survey done and do not believe it is necessary because it is within the development area and all trees there will be removed.

Mr. Joe Skore of Pulte Homes confirmed that they agree with all of the Township Attorney's changes made to the PUD Agreement.

Ms. Debra Beattie asked to speak. She is not ok with not knowing what trees are in the 50 acres that will be developed. There should be a tree survey done. Ms. VanMarter stated it is not required at this step of the process. It is required at the final site plan approval process. Ms. Beattie would like to have trees saved instead of having the area clear cut. She would like to have more discussion on this.

Ms. VanMarter addressed Mr. Noles requests to have the proposed conditions of approval for the Site Plan changed to not include trees that are 3" in caliper and smaller. She agrees with removing that language from the first condition; however, for condition 2, she would like to wait until there is a final grading plan submitted to determine if there is possibly a stand of trees that could be saved, with the understanding that it is not likely. Mr. Noles agreed to this condition.

Moved by Soucy, supported by Hunt, to approve and adopt Ordinance Z-25-04. This approval is made because the proposed amendment to the Zoning Map and reclassification as a Residential Planned Unit District (RPUD)/Low Density Residential (LDR) with the related development agreement, impact assessment and conceptual plan have been found to comply with the qualifying conditions and the criteria stated in Sections 10.02, 10.03.01 and 22.04 of the Township Zoning Ordinance. **The motion carried with a roll call vote (Hunt - yes; Reiber - yes; Walker - yes; Hovarter - no; Soucy - yes; Deaton - yes; Spicher - yes).**

Moved by Deaton, supported by Reiber, to approve the Environmental Impact Assessment dated March 5, 2025. **The motion carried unanimously.**

Moved by Hunt, supported by Deaton, to approve the PUD Agreement revised on March 5, 2025 with the following conditions:

1. The PUD Agreement shall include a requirement that at least 30 percent of the homes in development shall have a setback at least 10 feet from the standard minimum to encourage variation in front setback lines to avoid a monotonous row of houses and to create a more visually appealing and dynamic streetscape.
2. The PUD Agreement shall include a tree preservation section which shall include requirements for tree preservation and protection.
3. The applicant shall identify the Challis and Bauer Road frontages of units 32-45 as the rear yard since they are double-front lots.
4. All staff comments in the marked-up PUD agreement as well as any additional comments by the Township Attorney must be incorporated prior to final PUD plan submittal.

The motion carried unanimously.

Moved by Hunt, supported by Soucy, to approve the Conceptual PUD Plan dated March 5, 2025 with the following conditions:

1. The final PUD plan shall include a tree survey and inventory of all existing trees above 6" caliper within the development area.
2. For the initial installation of roads and stormwater infrastructure, the developer shall include a limits of grading and tree removal plan indicating the absolute minimum clearing necessary for maximum grade and tree preservation.
3. The pathway as shown on the conceptual plans is in lieu of the required internal pathways as it offers a greater benefit to the community at large, and the details will be revisited at the time of final site plan approval.
4. The final PUD plan shall identify each tree to be preserved including tree protection zones which shall require a pre-construction fenced in area around a tree or group of trees that will not be disturbed to ensure that a tree(s) are protected during construction, have enough space for root and branch growth, and will receive adequate supplies of soil nutrients, air, and water.
5. No tree survey is required for the conservation area.

The motion carried unanimously.

5. Consideration of a recommendation for approval of a special use, site plan and environmental impact assessment for a proposed 15,231 building addition and parking lot of improvements for Three 60 Roto. The property is located at 741 Victory Drive, on the east side of Victory Drive, south of Grand River Avenue. The request is submitted by Neil Ganshorn, Rand Construction.

A. Disposition of Special Use Application
B. Disposition of Environmental Impact Assessment (01-21-25)
C. Disposition of Site Plan (02-18-25)

Mr. Neil Ganshorn of Rand Construction and Jeff Osliger, representing the applicant, were present. Mr. Ganshorn stated the Planning Commission has recommended approval of their proposal to expand the rear of their existing building and make parking lot improvements. He showed the site plan and colored elevations.

OPEN PUBLIC HEARING #1... Consideration for a rezoning application, PUD agreement, environmental impact assessment, PUD conceptual and preliminary site condo plan to rezone 127.57 acres from Agriculture (AG) to Low-Density Residential (LDR) to allow for a proposed 55-unit single-family site condominium development located at the northwest corner of Challis Road and Bauer Road. The proposed rezoning is for the following parcels: 4711-23-400-008, 4711-23-400-007, 4711-23-400-001 and 4711-23-300-003. The request is submitted by Pulte Homes of Michigan.
A. Recommendation of Rezoning to LDR and PUD application for RPUD
B. Recommendation of PUD agreement
C. Recommendation of Environmental Impact Assessment (9-27-24)
D. Recommendation of Conceptual PUD (12-16-24)

Mr. Mike Noles of The Umlor Group, the engineering firm representing Pulte Homes, was present. This is their third public meeting for this project, they also had a meeting with the homeowner's association of the Mountain View neighborhood and spoke with some individual homeowners who contacted them. He is grateful for the letter in support for the project that was in the packet this evening.

He reviewed their proposed project and described the changes they have made since the previous meeting. They are now proposing to build 55 homes instead of 58, they reduced the length of the cul-de-sac so there is less impervious service, reduced the proximity of the homes to the railroad tracks, and doubled the landscaping around the detention pond.

He stated that the traffic study that was done includes the trips that will be generated by the Grand River & Dorr Road development. Additionally, when the roundabout was designed, the LCRC included the original Legacy Hills concept plan, which was for 129 units, and since this development is for only 55 units, the roundabout was over-designed.

Additionally, based on public comment, they will be installing a public path along Challis Road in two directions: from their development to the Mountain View Development and to the roundabout.

Mr. Borden reviewed his letter dated January 7, 2025.

He stated this is the first step in this process. If the Planning Commission recommends approval and the Township Board votes to approve the items on tonight's agenda, the petitioner will have to return to the Township for final site plan review and approval, which will include public hearings.

1. PUD Qualifying Conditions (Section 10.02):
   A. The proposal requires approval by the Township in accordance with the cluster development option of Section 10.03.01(d) for residential units of less than one acre that are not served by public sewer or water.

2. Rezoning Criteria (Section 22.04):
   A. The proposed zoning designation of LDR/RPUD is consistent with the Future Land Use Plan and goals/objectives of the Township Master Plan.
   B. Use of the cluster development option under the RPUD overlay results in greater open space/natural feature protection than would otherwise be required, which is 58.1 percent.
   C. The only use identified in the RPUD is detached single-family, which is generally reasonable and compatible with the area.
3. Conceptual PUD Plan and PUD Agreement (Section 10.03.01):
   A. The pathway options provided warrant additional discussion. He noted that the applicant is proposing to install the public walkway along Challis Road, so that should be noted on the plans.
   B. Dimensional deviations are sought for lot area, lot width, and one side yard minimum setback/combination of side yard setbacks.
   C. Cluster option. The items below are still outstanding and there are some small typos on the plans that need to be corrected.
      I. The road connection to Units 13-16 encroaches into the Township's natural feature setback area and the wetland itself, thus requiring State and Township approval. The applicant has added the encroachment to the list of dimensional deviations sought via the RPUD.
      II. The applicant must include a preservation and maintenance plan with the final PUD site plan submittal.
      III. The Township may include reasonable conditions to ensure protection of public facilities and services, protection of the natural environment, compatibility with adjacent land uses, use of the land in a socially and economically desirable manner, and to implement the Master Plan.
   D~~E~~. The applicant must address staff and/or Township Attorney comments on the PUD Agreement.
   E~~F~~. The applicant should identify the Challis and Bauer Road frontages of Units 32-45 as the rear yard since they will be double-fronted lots.
   F~~G~~. Signage identifying areas not to be disturbed, specifically natural feature setback and landscape easement, should be included.

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For all items, the applicant must address any technical comments provided by the Township Engineer, Brighton Area Fire Authority and Utilities Director.

Ms. Byrne reviewed her letter dated December 23, 2024. Her comments will need to be included and addressed in the final site plan.

DRAINAGE AND GRADING

1. The conceptual site plan includes stormwater and private road improvements within regulated wetland limits. An EGLE wetland permit will be required for this work and should be obtained prior to final site plan approval.
2. The conceptual site plan shows a detention pond and onsite storm sewer. Storm sewer and detention basin design and calculations should be provided for review as part of the final site plan review.
3. An overall proposed grading plan will need to be submitted for review and approval.

WATER AND SANITARY SERVICE

1. The proposed PUD does not have access to municipal water and sanitary sewer service and the cover sheet of the conceptual site plan notes that onsite septic and individual wells are proposed to serve the development and conceptual approval from the Livingston County Health Department (LCHD) has been obtained. Final approval from the LCHD should be provided prior to final site plan approval.
2. The Brighton Area Fire Authority has reviewed the proposed PUD and noted that fire protection water supply will be discussed during the final site plan process. The petitioner will need to work with the Fire Authority to meet any fire suppression requirements they have as part of site plan approval.

TRAFFIC AND ROADWAYS

1. The proposed PUD would be served by a private road off Challis Road. Future road design should be in accordance with Genoa Township Engineering Standards and a Private Road Construction plan review will be required after final site plan approval.

2. The private road includes a dead-end cul-de-sac on the north end of the development. The road terminating in a dead-end is proposed to be just over 1,100 feet long, which exceeds the maximum length of 1,000 feet for a dead-end street. Given the natural features contained on the site it would be impossible to loop this dead-end road back to the rest of the development. The road will also only have four lots being served, which generates a minimal amount of traffic. Subject to review by the Brighton Area Fire Authority, we would support a variance for the length of the street.

3. A traffic study was provided by the petitioner. The study was conducted and prepared by Fleis & VandenBrink for the intersection on Challis Road and the proposed site driveway. Recommendations stated that no left or right turn lane will be warranted at the proposed site driveway on Challis Road.

The concept plan shows adequate access to the site and a detailed site plan should be submitted with the necessary documents for further review. We recommend that the petitioner consider the above comments in their preparation of the site plan approval process.

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The Brighton Area Fire Authority Fire Marshal's letter dated January 7, 2025 states that all his previous concerns have been addressed.

Commissioner Reiber stated these homes will cost approximately $800,000 and asked if the developer has shown that there is a need for them. Mr. Noles stated there is a section of the Impact Statement that shows there is a demand for homes in this area. It does not break it down by price range. He noted other developments in the surrounding area that have homes that are selling for these prices.

Commissioner Reiber asked how the open space is calculated. Mr. Noles stated open space is determined by the ordinance. He reviewed the site plan showing the different open space areas and how they are calculated, noting this project is far in excess of the minimum requirement. Commissioner Reiber asked if the upland area can be used by the residents. Mr. Noles stated it is protected land in that it will be kept in its natural state and cannot be developed.

Commissioner Chouinard asked about Lot 30 and how it became smaller. Mr. Noles stated it was 600 square feet too small, so lots 29, 30 and 31 were shifted so they all meet the one-acre requirement.

Mr. Noles noted that the front yard designations are shown on the site plan.

Commissioner McCreary questioned the wide area on the shared driveway for Lots #13-16. Mr. Noles stated that is there to allow fire trucks to turn around. It meets all the requirements of the international fire code. She asked who maintains that private road. Mr. Noles stated it will be the responsibility of the HOA and will be noted in the master deed and by-laws.

Commissioner Rauch asked about the designated open space shown in yellow behind certain lots. Is it maintained by the property owner? Mr. Noles stated it is a limited common element that is maintained by the homeowner as it is their yard. The HOA has a responsibility to maintain the required buffered plantings.

Commissioner McBain asked for clarification on the limited common elements. Mr. Noles explained that it is part of the property owner's property to maintain and enjoy; however, within that area is a required landscape buffer, which will be maintained by the HOA.

Ms. Ruthig requested that the front yard designation for the lots that abut Challis and Bauer be added to the PUD Agreement.

Commissioner McCreary asked about tree removal on the site. Will it be clear cut? Mr. Noles stated that there are 70 acres of this site that have over 5,000 trees that will not be removed. There are also trees being saved along Challis Road, Bauer Road, and the rear yards of the properties that abut the neighboring development.

Commissioner Rauch stated that the items for consideration this evening are rezoning, PUD, and Concept PUD. There will be an opportunity to discuss details of the plan. He thanked the applicant for listening to the public and the Planning Commission and making the changes, specifically the reduction of the seven lots to four.

The call to the public was opened at 7:50 pm

Mary Jane Hebert of 6899 Lyle Lane stated that the original plan showed that all the trees were going to be cut down. She does not want the dirt part of Bauer to be used for construction traffic. She would like it to be accessed from Challis Road. The current residents of Genoa Township will not benefit from this development. Their property taxes will increase and make it difficult for seniors to age in place.

Ms. Debra Beattie of Pineview Trail commends the builder. She appreciates that there is buffering, and that half of this property will be preserved as natural. She is not sure if anyone is looking for homes of this price. She questioned the application that was submitted. It does not seem that the applicant is taking it seriously. It should be answered with real answers.

Mr. Mortensen of 6475 Grand Circle asked if this is the new people that were just voted in. Chairman Grajek stated that this Board is appointed by the Supervisor; however, one of the members is a new trustee who is a liaison to the Board. Mr. Mortensen is concerned with the retention pond. If the pond fills up, it will drain, and he wants to be sure that it will drain where it is supposed to.

Ms. Debra Hall of 2165 Webster Park has lived in Livingston County since 1976 and has owned this property since 1987. She does not understand $800,000 homes. Her grown children cannot afford to live in Livingston County, and she thinks that is a shame.

The call to the public was closed at 8:06 pm.

Ms. Ruthig stated that a letter from Christine Cross of 6984 Challis Road was received at 6:00 pm today and was not included in the packet. Chairman Grajek read the letter into the record.

Commissioner Rauch addressed the issue of attainable housing in Livingston County that was stated by a member of the call to the public. As a township, we are working to make strides towards this. The project at Dorr and Grand River and other new developments are more attainable than what is being proposed this evening. He added that during the site plan review process, detailed engineer drawings will be submitted and there are regulations and approvals that are required to be met. The site plan presented this evening is just conceptual.

Moved by Rauch, supported by McCreary, to recommend to the Township Board approval of the Rezoning to LDR and PUD Application for RPUD to rezone 127.57 acres, Parcels 4711-23-400-008, 4711-23-400-007, 4711-23-400-001 and 4711-23-300-003, from Agriculture (AG) to Low-Density Residential (LDR) to allow for a proposed 55-unit single-family site condominium development located at the northwest corner of Challis Road and Bauer Road as this commission finds that the conditions of Sections 22.04 have been satisfactorily met. **The motion carried unanimously.**

Moved by Commissioner Rauch, supported by Commissioner Chouinard, to recommend to the Township Board approval of the PUD Agreement to allow for a proposed 55-unit single-family site condominium development located at the northwest corner of Challis Road and Bauer Road, with the following conditions:

- The front yard designations shown on the site plan shall be added into the PUD Agreement.
- The changes shown in the Agreement in tonight's packet are approved.
- The PUD should show 55 lots.

The motion carried unanimously.

Moved by Commissioner Rauch, supported by Commissioner McCreary, to recommend to the Township Board approval of the Environmental Impact Assessment Dated September 27, 2024 to allow for a proposed 55-unit single-family site condominium development located at the northwest corner of Challis Road and Bauer Road, with the following condition:

- The Environmental Impact Assessment shall show 55 lots.

The motion carried unanimously.

Moved by Commissioner Rauch, supported by Commissioner Chouinard, to recommend to the Township Board approval of the Conceptual PUD dated December 16, 2024 to allow for a proposed 55-unit single-family site condominium development located at the northwest corner of Challis Road and Bauer Road, with the following conditions:

- A conservation easement shall be added over the western upland areas and not just the wetlands themselves.
- The table on the concept plan will be updated to incorporate the changes made from the original proposal.
- The pathway as shown on the plans is in lieu of the required internal pathways is desirable to the Planning Commission to offer a greater benefit to the community at large and the details will be revisited at the time of final site plan approval.

The motion carried unanimously.

The Board took a break from 8:20 to 8:25 pm

OPEN PUBLIC HEARING #2…Discussion of an ordinance amendment to Article 7 "Commercial and Service Districts" in regard to drive-through restaurants.

August 5, 2025

Planning Commission
Genoa Township
2911 Dorr Road
Brighton, Michigan 48116

Attention:	Amy Ruthig, Planning Director
Subject:	Legacy Hills – Final PUD Site Plan Review #2
Location:	Northwest corner of Challis and Bauer Roads
Zoning:	AG Agricultural District

Dear Commissioners:

At the Township's request, we have reviewed the revised final PUD site plan submittal from Pulte Homes of Michigan for the proposed Legacy Hills development.

The applicant is utilizing the cluster housing option for a 55-unit single-family site condominium development on 127.57 acres of undeveloped land situated at the northwest corner of Challis and Bauer Roads (plans dated 7/22/25).

A. Summary

Private Road Review:

1. There are conditions present that warrant consideration of private roads and the PUD Agreement identifies the roads as private.
2. The applicant must provide a Private Road Maintenance Agreement.
3. The design and construction requirements are subject to review and comment by the Township Engineer and Brighton Area Fire Authority.
4. The applicant must maintain 15 feet of overhead tree clearance (13.5 feet is noted).

Final PUD/condominium Plan:

1. The applicant must address any comments provided by Township staff and/or the Township Attorney on the condominium documents.
2. The road connection to Units #13-16 requires State approval for encroachment into a wetland.
3. The path through the upland area has been removed. We request the applicant either add it back to the plans or explain why it was removed.
4. There are inconsistencies on the landscape plan that need to be corrected.
5. If deemed necessary, the Township may require the applicant to provide "mechanisms for the long-term funding of open space preservation."
6. The applicant must address any comments provided by staff, the Township's engineering consultant, and/or Brighton Area Fire Authority.

Aerial view of site and surroundings (looking north)

B. Background/Proposal/Process

At their April 7, 2025 meeting, the Township Board granted preliminary approval for a Residential Planned Unit Development (RPUD) on the 127-acre subject site.

The proposed cluster option development is generally located at the northwest corner of Challis and Bauer Roads, and contains 55 single-family residential site condominium units amongst a relatively large area of protected open space.

At this time, the applicant seeks Planning Commission consideration of the final PUD site plan, which serves as the final condominium plan, including the required condominium documents.

Following review, the Commission may put forth recommendations to the Township Board, who has final review and approval authority.

C. Private Road

1. **Public versus Private Road Standards.** The project will be served by private roads and shared driveways. Access to/from the development will be via the intersection with Challis Road in the southwesterly portion of the subject site.

   The plan does not fully comply with the standards to allow a private road (more than 500 vehicle trips per day are expected); however, the Township and applicant have agreed upon the use of private roads and shared driveways via the PUD Agreement.

   The applicant must provide a Private Road Easement and Maintenance Agreement, as required.

2. **AASHTO Standards.** The applicant must address any comments provided by the Township Engineer with respect to this standard.

3. **Easement Width**. The revised plans depict an easement width of 66 feet, as required.

4. **Road Design.** The revised plans depict a roadway width of 26 feet, as required.

5. **Maximum Length/Turnarounds.** The overall project includes 2 private roads that terminate in cul-de-sacs. The plan also includes a gated emergency access drive.

The applicant must address any additional comments provided by the Township Engineer and/or Brighton Area Fire Authority with respect to this standard.

6. **Grading.** The applicant must address any comments provided by the Township Engineer with respect to this standard.

7. **Horizontal Curve.** The applicant must address any comments provided by the Township Engineer with respect to this standard.

8. **Intersection Design.** The proposed private roads intersect at 90 degree angles, as required.

   If favorable action is considered by the Township, it should be conditioned upon approval by the Livingston County Road Commission.

9. **Minimum Offsets.** The applicant must address any comments provided by the Township Engineer with respect to this standard.

10. **Boulevard Medians.** The proposal does not include a boulevard median.

11. **Vertical Clearance.** A note regarding vertical clearance has been added to Sheet LS-1 and a detail has been added to Sheet LS-5. The note and detail state that 13.5 feet of vertical clearance will be maintained, while the Ordinance requires 15 feet.

    The note and detail must be updated, accordingly.

12. **Street Names.** Names (Legacy Hills Lane, Blue Herron Court, and Legacy Ridge Way) are subject to County approval following review and comment by the Township.

    The applicant must address any comments provided by the Township Engineer and/or Brighton Area Fire Authority.

13. **Signs.** Street signs, including any directional and road identification signs, must be provided in accordance with the Michigan Manual of Uniform Traffic Control Devices and Road Commission standards.

14. **Yard Setback.** None of the road easements abut an exterior property line.

15. **Impact Assessment.** The submittal includes an updated Environmental Impact Assessment, as required.

16. **Project Phasing.** The overall project is intended to be constructed in 1 phase.

D. Final PUD Plan

1. **Submittal Requirements.** The submittal includes the information required for final PUD/condominium plan review, including the condominium documents.

   The applicant must address any comments provided by Township staff and/or the Township Attorney on the condominium documents.

2. **Dimensional Requirements.** The final PUD plan is consistent with the approved conceptual PUD plan with respect to the number and size of site condominium units, including approved reductions for lot area, lot width and side yard setbacks.

The road connection to Units #13-16 also encroaches into the natural feature setback. This was approved as part of the conceptual PUD plan, but still requires State approval for encroachment into the wetland itself.

3. **Buildings.** The submittal includes building elevation drawings (color renderings, floor plans and materials) for 4 home types with 2 variations each. The architectural drawings are consistent with those presented as part of the conceptual PUD plan submittal.

4. **Pedestrian Circulation.** The plan includes a 5-foot wide sidewalk on one side of the roadways throughout the proposed development.

   The plan also provides a sidewalk connection to the Mountainview Subdivision to the west and a public pathway to the southeast within the Challis Road right-of-way, as required by the conceptual PUD approval.

   The previous version of the final PUD plan included a path through the upland area in the northwest portion of the property that has been removed in the current submittal. In our opinion, this was an added benefit to the project and we request the applicant either add it to the plans or explain to the Township why it was removed.

5. **Vehicular Circulation.** Similar to comments under our review of the private road, the Commission should consider any comments provided by the Township Engineer and/or Brighton Area Fire Authority with respect to circulation.

6. **Landscaping.** The landscape plan meets or exceeds the required plantings for the Challis Road greenbelt, Bauer Road greenbelt, street trees within the development, and the detention pond.

   The following inconsistencies must be corrected:

   - Sheet LS-2 – the plan depicts 26 QB, while the table notes 25; the plan depicts 36 AW, while the table notes 40; the plan depicts 83 FI, while the table notes 82; the plan depicts 4 MR, while the table notes 5; there are 3 unlabeled greenbelt trees at the main entrance; and the plan identifies several of the PA trees as evergreen trees.
   - Sheet LS-3 – there is 1 unidentified tree between the QB and AR labels.
   - Sheet LS-4 – the labels on the plan and table are inconsistent with respect to the Red Maple trees (table notes QB, while the plan shows AR) and the Michigan Holly shrubs (table notes IV, while the plan shows AM)
   - Sheet LS-5 – the plan depicts 49 BM, while the table notes 83; the plan depicts 35 POK, while the table notes 36; and the plan identifies 34 BW, which are not included on the table.

7. **Open Space.** The final PUD plan submittal is consistent with the approved PUD with respect to the amount and location of open space to be preserved as part of the cluster option.

   Specifically, the project includes an open space ratio of 58.12% (74.14 acres), which matches the approved conceptual PUD plan. Included in the total open space area are 100-foot buffers along the 2 main roadways and along the common boundary with the Mountainview Subdivision.

   The plan includes landscaping in the open space areas, as well as picnic tables and a nature path (as previously noted).

   The submittal includes language noting that the open space areas, including the roadway and neighborhood buffer easements, will be protected in perpetuity and maintained by the Condominium Association. If deemed necessary, the Township may require the applicant to provide "mechanisms for the long-term funding of open space preservation," per Ordinance requirements.

Lastly, the PUD Agreement includes language requiring demarcation signs for the protected open space/buffer areas, as required by the preliminary PUD approval.

8. **Grading, Drainage, and Utilities.** We defer to the Township Engineer for review and comment on site engineering elements of the project.

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

Respectfully,
SAFEBUILT

Brian V. Borden, AICP
Michigan Planning Manager

August 5, 2025

Ms. Amy Ruthig
Genoa Township
2911 Dorr Road
Brighton, MI 48116

Re: Legacy Hills
Final Site Plan Review No. 2

Dear Ms. Ruthig:

Tetra Tech conducted a second review of the final site plan submittal for Legacy Hills last dated July 22, 2025. The site plan was prepared by The UMLOR Group for Pulte Homes. The site is located on the north side of Challis Road, just north of the new Challis Road and Bauer Road roundabout. The proposed PUD includes the addition of 55 single family homes, and improvements include a proposed private road with storm sewer and storm water detention.

We offer the following comments:

GENERAL

1. The site plan includes stormwater and private road improvements within regulated wetland limits. An EGLE wetland permit will be required for this work and should be obtained prior to a land use permit being issued.

2. The proposed pathway along Challis Road is bituminous tying into an existing bituminous pathway. The Genoa Township Ordinance states that paths should be concrete but can be asphalt based on the recommendation of the Township Planner and Engineer. We support the proposed bike path material, as it meets Township standards for bituminous sidewalk and is tying into an existing pathway of the same material.

DRAINAGE AND GRADING

1. The proposed detention basin design includes upstream infiltration within storm pipes around the site with a rate of 6 inches per hour used. Infiltration testing should be completed to determine the actual infiltration rate for the infiltration locations, and this should be provided prior to final site plan approval so that the proposed storm systems can be reviewed. Infiltration testing should follow the requirements of LCDC standards, Appendix E.

Tetra Tech
3497 Coolidge Road, East Lansing, MI 48823
Tel 517.316.3930 Fax 517.484.8140 www.tetratech.com

2. There are multiple inverts and rim elevations that are given in the storm calculations that do not match what is given in the profile view. Update elevations accordingly.

3. The profile provided for structure 350-352 is titled incorrectly and should be updated. Additionally, there is a double label at structure 352 for the invert elevation that should be corrected.

4. On sheet 21, a tributary area for structure 344 seems to be missing. This area should be included on the plans and other tributary areas adjusted accordingly.

5. The easement given for storm sewer from structures 308-309 should be upsized to a 40-foot-wide easement based on the burial depth.

6. There is an unlabeled retaining wall on lot 31 that needs to be identified on the plans and details should be provided. Retaining walls over three feet tall shall be designed by a licensed professional engineer per section 11.04.03.j of the Genoa Township Zoning Ordinance.

7. Structures 306-309 and 320-321 are in open areas. Per detail R-1 on sheet 32 the type of cover would be a beehive grate. The drainage areas to these structures exceed the maximum drainage area for that cover type. Additional structures, alternative catch basin covers, or calculations should be provided to ensure no flooding while draining during a weather event.

8. The tributary area for structure 331 differs from what is given in the plan view versus the chart. The area should be verified and updated accordingly.

9. The slope given for the outlet pipe of the detention basin outlet structure is 0.5% in the detail and 0.55% in the calculations. The slope should be verified and updated accordingly.

PRIVATE ROAD

1. The Petitioner is proposing 6-7.85% percent road grades at various locations throughout the site, which exceed the maximum 6 percent grade noted in the Genoa Township Engineering Standards. Due to the natural topography of the site, it would require a large amount of grading to reduce the slope of the private road, and we support this deviation subject to the input from the Brighton Area Fire Authority.

2. Dimensions for private road ROW are not centered on the road and should be adjusted.

We recommend the petitioner address the above comments and resubmit for additional review. Please call or email if you have any questions

Sincerely,

Shelby Byrne

Shelby Byrne, P.E.
Project Engineer

Sydney Streveler

Sydney Streveler, EIT
Civil Engineering Group

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

August 4, 2025

Amy Ruthig
Genoa Township
2911 Dorr Road
Brighton, MI 48116

RE: Legacy Hills-Pulte RPUD
Challis & Bauer
Genoa Twp., MI

Dear Amy,

The Brighton Area Fire Department has reviewed the above-mentioned site plan. The plans were received for review on July 23, 2025 and the drawings are dated May 5, 2025. The project is based on the proposed rezoning of approximately 127.57 acres from Agriculture to RPUD. The plan proposes 58 residential units and associated access and open space. The plan review is based on the requirements of the International Fire Code (IFC) 2021 edition.

1. Fire protection water supply will be discussed further once the final site plan has been completed. **(The final design of the 15,000-gallon tanks was received after this submittal was submitted. The tank design meets BAFA standards; however, suction point orientation has not been finalized. A 12"x18" durable white reflective sign with red border and red lettering shall be installed at each tank, indicating the volume of water within. The sign shall include the universal draft suction symbol. See example below. Tanks shall be installed, filled, and usable before the arrival of combustible construction materials on site.)**

2. Provide additional details on the secondary access. Initial conversations stated that the access would be gated on both ends. The details shall be submitted and approved. The gates shall be secured with a Knox padlock in conjunction with the maintenance lock, so the access is maintained year-round. **(Additional details regarding the gates have not been provided.)**

IFC 506.1

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,

Rick Boisvert, CFPS
Fire Marshal

cc:Amy Ruthig amy@genoa.org

12,000
GALLON
DRAFT
TANK

APPLICATION AND PERMIT

to construct, operate, maintain
use and/or remove within a county
road right-of-way

Permit Number
FT-24-06

Issuance Date
29-Aug-24

BOARD OF COUNTY ROAD COMMISSIONERS, of LIVINGSTON COUNTY, MICHIGAN
ADDRESS: 3535 GRAND OAKS, HOWELL, MICHIGAN 48843-8575
TELEPHONE: 517-546-4250

If applicant hires a contractor to perform the work, BOTH must complete this form and BOTH assume responsiblity for the provisions of this Application and Permit.

APPLICANT		CONTRACTOR	
NAME:	**EISENBERG BRIGHTON GENOA LLC**	NAME:	**PULTE HOMES OF MI LLC**
MAILING ADDRESS:	**31550 NORTHWESTERN HIGHWAY**	MAILING ADDRESS:	**2800 LIVERNOIS RD, BLDG D, STE 320**
	FARMINGTON HILLS, MI 48334		**TROY, MI 48083**
TELEPHONE NO.:	**(248) 310-0180**	TELEPHONE NO.:	**(248) 820-7306**
EMAIL:		EMAIL:	

By receiving this permit electronically, the Property Owner, Contractor and Applicant are hereby accepting the terms and condtions as outlined on the permit and the provided supplemental information.

FINANCIAL REQUIREMENTS		ATTACHMENTS REQUIRED	
Application/Permit Fee	**$75.00**	Proof of Insurance	
Receipt Number	**43249578**	Insurance Attached:	☐ Yes ☐ No
Date	**8/30/2024**	Expiration Date:	
		LCRC File #:	

This permit is for the purpose indicated below and in the attached plans and specifications at the following location:

TOWNSHIP **Genoa** SECTION **24**

NAME OF ROAD **CHALLIS ROAD** ( ) Lot #

for a period beginning **8/29/2024** and ending **2/25/2025**

and agrees to the terms of the permit.

PERMIT TO CONSTRUCT A TEMPORARY CONSTRUCTION APPROACH PER THE ATTACHED DETAIL. THE APPROACH WILL BE RECONSTRUCTED AS A PRIVATE ROAD APPROACH DURING THE DEVELOPMENT OF LEGACY HILLS. A 24"X47-60' CSP CULVERT IS REQUIRED TO BE PLACED IN THE PUBLIC ROAD RIGHT-OF-WAY. THE CLEAR VISION AREA SHALL BE ESTABLISHED AND MAINTAINED IN PERPETUITY BY THE PROPERTY OWNER(S). SIGHT DISTANCE REQUIRED: 695 FEET EAST AND WEST OF APPROACH. CROSSROAD REFERENCE: 530 FEET EAST OF GRAND CIRCLE ON THE NORTH SIDE.

NOTIFY L.C.R.C. FOR FINAL INSPECTION WHEN DRIVEWAY APPROACH IS COMPLETE. PERMIT HOLDER ACKNOWLEDGES SUPPLEMENTAL NOTICE.

A permit is granted in accordance with the foregoing application for the period stated above, subject to the following terms agreed to by the Permit Holder. When Applicant hires a Contractor the "Permit Holder" is both the Applicant and the Contractor.

RECOMMENDED FOR ISSUANCE:

KIM HILLER, P.E. Investigator

29-Aug-24 Date _____ Title

BOARD OF COUNTY ROAD COMMISSIONERS
LIVINGSTON COUNTY, MICHIGAN

By Kim Hiller

1. All work performed under this permit must be done in accordance with the plans, specifications, maps and statements filed with the Commission and must comply with the Commission's current requirements and specifications on file at its office and M.D.O.T. specifications.

2. **Fees and Costs.**
Permit Holder shall be responsible for all fees incurred by the Commission in connection with this permit and shall deposit estimated fees and costs as determined by the Commisssion, at the time the permit is issued.

3. **Bond.**
Permit Holder shall provide a cash deposit, letter of credit or bond in a form and amount acceptable to the Commission at the time permit is issued.

4. **Insurance.**
Permit Holder shall furnish proof of liability and property damage insurance in the amount stated on this permit naming the Commission as an insured. Such insurance shall cover a period not less than the term of this permit and shall provide that it cannot be cancelled without ten (10) days advance written notice by certified mail with return receipt required to the Commission.

5. **Indemnification.**
Permit Holder shall hold harmless and indemnify and keep indemnified the Commission, its officers and employees from all claims, suits and judgments to which the Commission, its officers, or employees may be subject and for all costs and actual attorney fees which may be incurred on account of injury to persons or damage to property, including property of the commission, whether due to the negligence of the Permit Holder or the joint negligence of the Permit Holder and the Commission, arising out of the work under this permit, or in connection with work not authorized by this permit, or resulting from failure to comply with the terms of this permit, or arising out the continued existence of the work product which is the subject of this permit; or any other claim relating to or arising out of the operations, use or continued existence of the work which is the subject of this permit.

6. **Miss Dig.**
The Permit Holder must comply with the requirements of Act 53 of Public Acts of 1974, as amended. CALL MISS DIG AT (800) 482-7171 AT LEAST THREE (3) FULL WORKING DAYS, BUT NOT MORE THAT TWENTY-ONE (21) CALENDAR DAYS, BEFORE YOU START WORK. Permit Holder assumes all responsibility for damage to or interruption of underground utilities.

7. **Notification of Start and Completion of Work.**
Permit Holder must notify the Commission at least 48 hours before starting work and must notify the Commission when work is completed.

8. **Time Restrictions.**
All work shall be performed Mondays through Fridays between 8:00 A.M. and 5:00 P.M. unless written approval is obtained from the Commission, and work shall be performed only during the period set forth in this permit.

9. **Safety.**
Permit Holder agrees to work under this permit is a safe manner and to keep the area affected by this permit in a safe condition until the work is completed. All work site conditions shall comply with Michigan Manual of Uniform Traffic Control Devices.

10. **Restoration and Repair of Road.**
Permit Holder agrees to restore the road and right-of-way to a condition equal to or better than its condition before the work began; and to repair any damage to the road right-of-way which is the result of the facility whenever it occurs or appears.

11. **Limitation of Permit.**
This permit does not relieve Permit Holder from meeting other applicable laws and regulations of other agencies. Permit Holder is responsible for obtaining additional permits or releases which may be required in connection with this work from other government agencies, public utilities, corporations and individuals, including property owners. Permission may be reqired from the adjoining property owners.

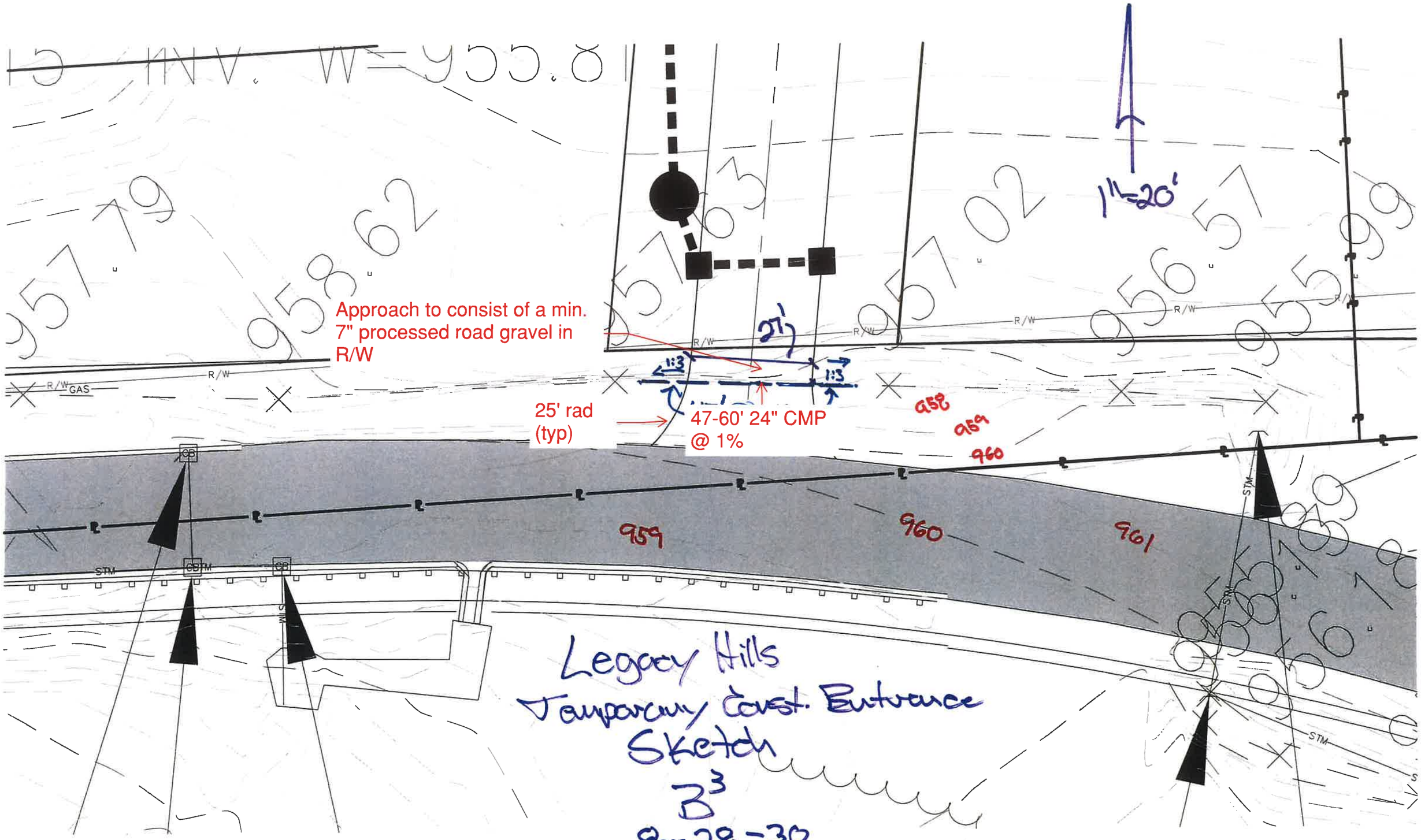
12. **Revocation of Permit.**
This permit may be suspended or revoked at will, and the Permit Holder shall surrender this permit and alter, relocate or remove its facilities at its expense at the request of the Commission. It is to be understood that the rights granted herein are revocable at the will of this Board and that the Permit Holder acquires no rights in the highway and expressly waives any right to claim damages or compensation in case this permit is revoked. In the event the County Road Commission determines it is in the public interest to widen or make any other improvements to the county road in which this permit is granted, Permit Holder agrees that if, in the course of widening, altering or modifying said road right-of-way and/or the roadbed itself which necessitiates changes, modifications, or alterations to the Permit Holder's installation within or outside the existing county road right-of-way, such changes, alterations and modifications will be undertaken promptly upon receipt of a written request from the County Road Commission and without costs or expenses to the County Road Commission. The Permit Holder herein acknowledges that the contents of this paragraph are a substantial portion of the consideration received by the County Road Commission in the issuance of this permit.

13. **Violation of Permit.**
This permit shall become immediately null and void if Permit Holder violates the terms of this permit and this Commission may require immediate removal of Permit Holder's facilities, or the Commission may remove them without notice at Permit Holder's expense.

14. **Assignability.**
This permit may not be assigned without the prior approval of the Commission. If approval is granted, the assignor shall remain liable and the assignee shall be bound by all terms of this permit.

15. This permit is subject to supplemental specifications on file with the Road Commission and Act 200 of Public Acts of 1969.

16. **Cooperation With Others.**
The issuance of this permit does not give the Permit Holder an exclusive right to work within the area covered by this permit. The Permit Holder shall cooperate with others and shall conduct his operations in such a fashion as to cause minimum conflict with and/or inconvenience to others working in area. The work of others does not relieve the Permit Holder of this responsibility to complete the work in accordance with the permit.



Legacy Hills
Temporary Const. Entrance
Sketch
B3
8-28-30

LIVINGSTON COUNTY HEALTH DEPARTMENT

2300 East Grand River Avenue, Suite 102
Howell, Michigan 48843-7578
www.lchd.org

PERSONAL/PREVENTIVE HEALTH SERVICES
P: (517) 546-9850
F: (517) 546-6995

ENVIRONMENTAL HEALTH SERVICES
P: (517) 546-9858
F: (517) 546-9853

Brian B. Biskner
The Umlor Group
Land Development Services
49287 West Road
Wixom, MI 48393

Mr. Biskner,

On March 20th, 21st, 25th and April 3rd 2024 soil evaluations were conducted on the property identified as parcel #'s 11-23-400-001, 11-23-400-007, & 11-23-400-008. The purpose of these soil evaluations was to identify suitable soils for the installation of onsite sewage disposal systems for a proposed site condo development identified as Legacy Hills. Approximately 140 soil borings were conducted with yourself, representative from Pulte Homes and myself present to witness. The majority on these soil borings, identified suitable soils for the placement of onsite sewage disposal systems. With that being said, further information is needed in order to approve this development.

Sincerely,

Aaron Aumock
Environmental Health Supervisor

STAFF AND ATTORNEY COMMENTS ARE IN RED.

PLANNED DEVELOPMENT AGREEMENT

for

LEGACY HILLS

Entered into between:

Charter Township of Genoa, a Michigan Municipal Corporation

and

Pulte Homes of Michigan LLC, a Michigan limited liability company

Dated: _____, 2025

TABLE OF CONTENTS

RECITALS 1

1. Summary Description of Project.....

2. Adherence to Requirements for Development.....

3. Adherence to Ordinances.....

4. Permits and Authorizations.....

5. Expiration and Phasing .....

7. Roads, Drives and Parking Lots.....

8. Landscaping, Lighting, Signs, Screening and Architectural Standards.....

9. Storm Water Detention/Retention System.....

10. Open Space and Natural Features.....

11. Maintenance Obligations .....

12. Condominium Documents .....

13. OMIT .....

14. OMIT .....

15. Reimbursable Costs .....

16. OMIT .....

17. Enforcement and Remedies .....

18. Developer Acknowledgement.....

19. Miscellaneous .....

Table of Exhibits and Schedules.....

LEGACY HILLS PLANNED UNIT DEVELOPMENT AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this __th day of _____, 2025 ("Effective Date"), by and between the CHARTER TOWNSHIP OF GENOA ("Township") a Michigan municipal corporation, with offices located at 2911 Dorr Road, Brighton, Michigan 48116, and Pulte Homes of Michigan LLC ("Developer"), a Michigan limited liability company, with offices located at 2800 Livernois Road, Building D, Suite 320, Troy, Michigan 48083.

Project Developer:	Pulte Homes of Michigan LLC, a Michigan limited liability company
Township Planning Director:	Genoa Township Planning Services Amy Ruthig
Project Engineer:	The Umlor Group

RECITALS

A. Developer is, or is under contract to become the owner of certain property more particularly described on **Exhibit A** attached hereto and incorporated herein ("Property"), which is currently zoned AG, Agricultural Zoning District.

B. Developer intends to develop the Property into a single-family site condominium project (the "Project") consisting of fifty-five (55) units ("Units") and consisting of approximately one- hundred-twenty-eight (128) acres.

C. In relation to development of the Project, Developer applied for approval of an amendment to the Township's Zoning Ordinance to amend the Township Zoning Map and rezone the property to Residential Planned Unit Development ("RPUD").

D. In accordance with the PUD zoning requirements as set forth in the Township Zoning Ordinance and Master Plan, the Project will have less than one (1) dwelling unit per net acre, and otherwise comply with required width, lot coverage, and setbacks requirements for RPUD zoning under the Zoning Ordinance, except as set forth in the Schedule of Regulations and Modifications attached as **Exhibit D** to this Agreement (the "Zoning Ordinance").

E. The Project will provide definite benefits to the Township including the preservation of significant natural features and pedestrian connectivity via an internal sidewalk system throughout the Project and an off-site pathway connection to the existing bikepath on Bauer Road.

NOW, THEREFORE, it is hereby agreed as follows:

1. SUMMARY DESCRIPTION OF THE PROJECT

The Project covers an area comprising approximately one-hundred-twenty-eight (128) acres, located generally at Challis Road and Bauer Road in the Township. Developer is proposing to develop a single family residential condominium project that generally meets the requirements of the Zoning Ordinance and that is consistent with the conditions imposed in the recommendation of approval by the Planning Commission. The proposed use(s) are as follows: Single family residential homes, provided, however, that Developer may erect and maintain model homes on the Property and temporary promotional signage in furtherance of the sales activities of the Developer in relation to the condominium. Notwithstanding anything to the contrary contained elsewhere in this Agreement, until all Units in the entire Project are sold by Developer, Developer shall have the right to maintain a sales office, a business office, a construction office, models units, promotional signage, storage areas and reasonable parking incident to the foregoing, and such access to, from and over the Project as may be reasonable to enable development and sale of Units or the entire Project by the Developer, as permitted by the Zoning Ordinance.

2. ADHERENCE TO REQUIREMENTS FOR DEVELOPMENT

The Property shall be developed and improved in full compliance with the following (collectively referred to as the "Development Documents"):

a. The Township Zoning Ordinance. The Project is being developed in accordance with the provisions of Article 10, Planned Unit Development (PUD), in the form and on the terms existing on the Effective Date, except as otherwise provided in this Agreement (the "Zoning Ordinance") including but not limited all other modifications as set forth on **Exhibit D**, permitting the uses as shown on the Final Conceptual Site Plan for Legacy Hills attached as **Exhibit B**.

b. The "Final Site Plan for "Legacy Hills" was recommended for approval by the Planning Commission on _____ and approved by the Township Board on _____. The Final PUD Conceptual Plan for "Legacy Hills" prepared by The Umlor Group, Job No. 231213, with revision date of _____, attached as **Exhibit B** hereto, and which consists of the following pages:

Sheet no. 1 [identify each]
Sheet no. 2
Sheet no. 3
Sheet no. 4
Sheet no. 5

c. Conditions imposed on the Project by the Planning Commission in its recommendation for approval for the PUD Conceptual Development Plan for Legacy Hills on January 13, 2025, and the conditions imposed by the Township Board on the Legacy Hills PUD when it was approved on April 7, 2025, which may include the conditions recommended by the Township's Planning

Conditions should be listed in this section.

Consultant, staff, counsel, and Engineer, and any other reasonable conditions which may be subsequently imposed by the Township Board with respect to the Legacy Hills PUD approval, and the Planning Commission as part of the Final Conceptual Development Plan approval with respect to the Site Plan or other required approvals, all of which are set forth in **Exhibit C** attached hereto:

d. This Agreement and any conditions imposed herein.

e. Any and all conditions of the Final PUD Conceptual Development Plan Approval recommended by the Planning Commission and adopted by the Township Board pertaining to the Project are reflected in the official minutes of such meetings. The Conceptual Development Plan for Legacy Hills is attached as **Exhibit B** to this Agreement (together the official minutes described in this Section, conditions imposed in Section 2(c) above, and the Conceptual Development Plan for Legacy Hills shall be referred to as the "Final Conceptual Site Plan"). The Final Conceptual Site Plan shall be designed in conformance with the requirements of this Agreement. The Final Conceptual Development Plan for Legacy Hills is attached as Exhibit B to this Agreement.

f. Conditions of approval of the Genoa Township Engineering Design Standards and any other reasonable conditions which might be required by the Township Engineer.

Furthermore, all development and improvement of the Property by Developer and all use of the Property shall be subject to and in accordance with all applicable Township Ordinances, and shall also be subject to and in accordance with all other approvals and permits required under applicable Township Ordinances, the Development Documents and state laws for the respective components of the Project. To the extent that there are conflicts or discrepancies between respective provisions of the Development Documents, or between provisions of the Development Documents and Township Ordinances, this Agreement shall control. In the event the PUD Agreement is silent on matters otherwise covered by the PUD, Final Conceptual Development Plan or Township Ordinances and regulations, the PUD and Final Conceptual Development Plan shall control.

All future owner(s) of the Property shall be bound by the terms of this Agreement and the Developer's authority and responsibilities stated herein. It shall be the responsibility of the Developer to transmit notice to all future owner(s) of the Property of the requirements contained within this Agreement. The Township shall require that all developers, present or future, of any portion of the PUD, and their respective successors in title, comply with the Township Ordinances and the Development Documents.

3. ADHERENCE TO ORDINANCES

Developer shall comply with all applicable Township ordinances, including the Zoning Ordinance, Condominium Ordinance, and/or the Subdivision Control Ordinance, in effect at the Effective Date of this Agreement, except where modified by this Agreement. Future phases, if

applicable of development shall comply with the Zoning Ordinance of the Township in effect at the Effective Date of this Agreement, except where modified by this Agreement, including, but not limited to, the following dimensional deviations:

DIMENSIONAL DEVIATIONS

DESRIPTION	REQUIRED	PUD PROVIDED
AREA FOR SEPTIC & WELL	43,560 S.F.	32,670 S.F.
CUL-DE-SAC LENGTH	1,000 FT.	1,100 FT.
WETLAND SETBACK	50 FT.	50 FT. (including on lot easements)*
MINIMUM LOT AREA-LDR	43,560 S.F.	32,670 S.F.
MINIMUM LOT WIDTH-LDR	150 FT.	115 FT.
MINIMUM SIDE YARD-LDR	30 FT.	20 FT.
SIDE YARD TOTAL-LDR	60 FT.	50 FT.

* except where there is approved wetland impact, in those cases the proposed wetland setback is less than 50 FT. as noted on the construction documents.

Developer acknowledges that certain provisions of this Agreement may exceed the requirements of the Zoning Ordinance, and the Township acknowledges that items shown in the Final Conceptual Site Plan may be less than the requirements of the Zoning Ordinance. Developer shall fully comply with all engineering and other local, state and federal codes and regulations in effect at the time of this Agreement, except as and to the extent superseded or otherwise covered in this Agreement and the Final Conceptual Site Plan. The Final Conceptual Development Plan for Legacy Hills is attached as Exhibit B and minutes of the Planning Commission and Township Board meetings are attached as Exhibit E.

4. PERMITS AND AUTHORIZATIONS

The Township shall grant to Developer and its contractors and subcontractors all Township permits and authorizations necessary to develop and improve the Property in accordance with the Final Conceptual Site Plan, provided the Developer has first made all requisite applications for permits, complied with the requirements for said permits, and paid all required fees. Any applications for permits from the Township will be processed in the customary manner. The Township will cooperate with Developer in connection with Developer's applications for any necessary county, state, federal or utility company approvals, permits or authorizations to the extent that such applications and/or discussions are consistent with the Final Conceptual Site Plan, and this Agreement.

5. EXPIRATION AND PHASING

A. EXPIRATION

Developer shall commence construction of the Improvements (defined below) within thirty-six (36) months from the later of (i) the Effective Date of this Agreement, or (ii) issuance of Final Site Plan approval by the Township (the "Expiration Date").

The Developer has a right to request an extension for commencement of the Improvements for good cause from the Township Board not less than 90 days prior to the Expiration Date of this Agreement.

B. PHASING

Once construction has commenced on the Project as set forth in Section 5A, the Developer will be deemed to have obtained vested rights to complete construction of the planned development.

The Project is planned as a one phase development, which shall include the associated infrastructure improvements within, or necessary to serve, the phase.

Construction is scheduled to commence upon final PUD and final site plan approval and receipt by Developer of all permits from outside agencies necessary to permit construction and satisfaction of the conditions established by the Planning Commission during PUD and site plan approvals, as well as any additional conditions which may be imposed during Final PUD and Final Conceptual Site Plan review and approvals prior to the issuance of any permits by the Township.

Upon completion of the Project, it shall be capable of standing on its own in terms of the presence of services, facilities and infrastructure to serve the Project, and open space to be located within the Project, and shall contain the necessary components to insure the protection of natural resources, and the health, safety and welfare of the users of the Project and the residents of the surrounding area. For purposes of this section, "infrastructure" shall mean the Improvements to serve the Project as set forth in the Final Conceptual Site Plan.

6. ROADS, DRIVES AND PARKING LOTS

a. All roads for the Project, shall be designed, situated and constructed in accordance with the Township Engineering approvals and applicable Township Ordinances, the Development Documents, the Final Conceptual Site Plan. The roads in the Project will be private roads.

b. Except as may result from the unavailability of asphalt due to winter weather conditions, all roads and drives depicted on the Final Conceptual Site Plan, and which are necessary to serve any component of the Project then under construction shall be completed and approved (except top coat) prior to issuance of a final Certificate of Occupancy for any building or structure to be served thereby within the component of the Project. In the event that Developer fails to complete the roads, drives and parking lots by the time required by this

Agreement, the Township may, at its option, after first giving written notice to Developer of the deficiency and an opportunity to cure the same in the manner and within the time for cure provided in Section 10 below, elect to pursue its remedies as set forth in Section 16. However, in the event the Livingston County Building Department elects to issue building permits, the paving of all areas referenced in this paragraph shall be completed and approved (excluding top coat) prior to issuance of a final Certificate of Occupancy. An extension of the time required to complete the paving of all areas may be granted by the Township administration, in its sole discretion, in the event of circumstances beyond the control of Developer, such as but not limited to adverse weather conditions.

c. The Township agrees to the proposed road hierarchy, geometrics, utility locations and amended rights-of-way as depicted on the Final Conceptual Site Plan.

Lettering should be corrected.

c. No building or land use permits shall be issued for a construction phase or, if none, the Project, until the infrastructure to serve such construction phase is installed. This shall include, at a minimum, internal roads (except top coat), and storm water drainage and detention. Developer shall be entitled to the issuance of land use permits for model homes and Units for sale, provided that (i) all underground utilities for each respective construction phase wherein such model home or Unit is located are complete; and (ii) the access and service roads serving such model home or Unit are complete (except for topcoat).

d. Developer shall not use the emergency access entrance as shown on the Site Plan for construction vehicles and traffic. All construction traffic must use the primary site entrance at all times.

7. LANDSCAPING, LIGHTING, AND ARCHITECTURAL STANDARDS

Developer shall construct the Project in full compliance with the Development Documents, which shall govern the landscaping, lighting, signs, architectural and other standards applicable to the Project.

8. STORM WATER DETENTION/RETENTION SYSTEM

Developer, at its sole expense, shall construct and maintain storm water detention/retention system ("System") (except to the extent that the System is accepted by Livingston County Drain Commissioner under a so-called 433 Agreement pursuant to Section 433 of Act No. 40 of the Public Acts of 1956, the Township will not require further maintenance), which System may include both on-site and off-site improvements, in accordance with the Development Documents, the Final Conceptual Site Plan, and all applicable ordinances, laws, codes, standards and regulations. The System shall be constructed and made to operate using best management practices. At a minimum, the System shall be designed in accordance with Livingston County standards. The System shall provide storm water detention/retention for all the Property.

9. OPEN SPACE AND NATURAL FEATURES

Developer shall dedicate a minimum of 50%, or such other amount as agreed upon by the Township and Developer, of the Property as open space. The open spaces shall be designed and landscaped to create natural vegetated areas that add to the overall aesthetics of the Project. For the purpose of insuring long term preservation of open space and natural features within the Project, all open space and storm water drainage and detention areas and facilities, including, but not limited to, any tree save areas, wetlands and preserved woodlands as identified in the Final Conceptual Site Plan, shall be perpetually preserved as unimproved areas (other than Project Improvements installed in accordance with the Final Conceptual Site Plan) by way of provisions contained in the master deed ("Master Deed") recorded to establish the Project as a Condominium under the Michigan Condominium Act, Act 59 of 1978 (the "Act"), and in accordance with Township and EGLE requirements as to any wetlands regulated by the Township EGLE and the terms of any conservation easements granted to the EGLE. The Master Deed shall contain language that Co-Owners are prohibited from altering the wetlands or Open Space Areas contained within the condominium, including within the 50-foot natural features buffer, and will address measures to minimize the impacts of lawn fertilizers on wetlands. Further, this Agreement and the Condominium Documents shall contain provisions prohibiting the cutting or pruning of oak trees by the Developer, Association and/or co-owners of Units, as applicable, during the active growing season (April 15 through July 15) in order to mitigate the spread of "oak wilt." Demarcation signs will be added in the Open Space Areas located in the General Common Element of the Condominium to ensure that there is no encroachment into the 50-foot natural features buffer. Developer shall install signage along the perimeter of the wetlands and Open Space Areas contained in the General Common Elements, as necessary, to demarcate such areas and prohibit use of the wetlands and Open Space Areas except as set forth herein and in connection with development of the Condominium.

"or" should be added

Notwithstanding anything contained herein to the contrary, in addition to the open space areas, there is a 100 foot (100') perimeter landscape area generally located along the rear of Units 1-9 and 32-45, and generally located along the boundary of Condominium to act as a buffer between the Condominium and neighboring residential communities and public roads. The Condominium Documents shall provide that each future co-owner of a unit in the condominium shall preserve and maintain the portion of the landscape buffer located on their respective unit, which such maintenance may include typical landscaping, manicuring, mowing, the planting of trees and vegetation, trimming and clean-up. To the extent there are any regulated woodlands, wetlands or open space areas located within the landscape buffer area, such areas shall be preserved in their natural states by each respective Co-Owner. No permanent structures may be placed in the landscape buffer areas. Except for the improvements as depicted in the condominium subdivision plan and approved as part of Final Conceptual Plan approval, there shall be no above ground improvements (except landscaping, planting and vegetation) located within the perimeter landscape buffer.

To the extent that a future co-owner of a unit in the Condominium violates the terms of this Section 9 by removing, trimming or damaging the vegetation and/or tree(s) to be preserved from the regulated Open Space Areas or existing natural features buffer areas of the Condominium, without the prior written approval of the Township, such co-owner will be in violation of this Agreement and the Master Deed and will be subject to the provisions of the

Zoning Ordinance, including the assessment of penalties and fines as set forth therein. The Master Deed, Condominium Documents and sales disclosure documents for the Condominium shall provide that any co-owner found to be in violation of this Section 9 shall be subject to the penalties as set forth in the Bylaws of the Condominium in addition to the remedies set forth in the Zoning Ordinance. Further, any co-owner that violates the terms of this Section 9 more than one time shall be subject to additional penalties beyond those contained the Zoning Ordinance as determined by the Code Officer.

Additionally, in the event that the Developer violates the terms of this Section 9 and/or removes or damages any trees indicated for preservation on the Final Conceptual Site Plan, Developer shall be subject to a Five Thousand Dollar ($5,000) fine from the Township and shall immediately install replacement tree(s) for the tree(s) impacted by Developer on a 2:1 ratio per caliper inch DBH (diameter at breast height), weather permitting. The Master Deed and Bylaws shall contain language providing notice of this Section, including language regarding penalties for the Developer and Co-Owners found to be in violation of this Section.

Should include a multiplier that provides that the $5,000 fine is doubled for each subsequent offense after the first.

10. MAINTENANCE OBLIGATIONS

Provision for the continued maintenance of all roads, drives, parking lots, sidewalks, parks, open spaces, natural features, landscape materials, lighting, utility improvements and other improvements as described in the Final Conceptual Site Plan (all collectively "Improvements") are of major importance to the continued success of the Project. To ensure the proper installation and continued repair/maintenance of the Improvements, the following standards are imposed, which shall be incorporated into all contract documents relative to the Project, including, but not limited to, the Master Deed as provided below:

a. Developer Obligation to Construct and Repair/Maintain Improvements for the Project.

Developer shall be responsible for the construction of all Improvements as shown on the Final Conceptual Site Plan in the Project, including the installation of Utility Improvements, at no cost to the Township.

b. Maintenance Obligations

An association shall be established by Developer for maintenance of the common areas after the completion of the Project to control and be responsible for the repair/maintenance of the Improvements for the Project, at no cost to the Township, and to levy and collect assessments as necessary to pay the cost of such repair/maintenance. For purposes of this Agreement, the term "Association" shall refer to the association which will be created at a point designated by Developer in the Master Deed, or other similar documents to administer and operate the condominium for the Project established under the Act.

c. Additional Obligations

i. Except as provided in herein, Developer shall be responsible for the repair/maintenance of the all Improvements (except to the extent of dedication to the Township or County) within the Project, at no cost to the Township, until such time as the Association is formed and the appropriate Master Deed has been recorded, which sets forth the rights, powers, privileges, responsibilities and duties so assigned and conveyed, and which makes the Association responsible for the repair/maintenance of the Improvements, except to the extent that such Improvements have been dedicated to the public. At that time the Association shall become responsible for the same and Developer shall no longer be so responsible.

ii. The Improvements as constructed shall not be altered in any material way. The repair and maintenance of the Improvements shall not be deemed a material alteration.

iii. Easements for the benefit of the Developer for repair/maintenance of the Improvements are acknowledged and reserved as shown in the approved final engineering plan. No structure, landscaping, planting, fill or other material shall be placed which may interfere with, impede, obstruct or change the direction of the water flow within the easements for the System, Project drainage areas, and utility easement areas, or which otherwise interferes with the use and maintenance of the Improvements. The repair/maintenance of all of the aforementioned easement areas shall be the responsibility of and enforced by Developer until the Transitional Control Date as defined in the Act, at which time the Association shall be responsible for the same and the Developer shall no longer be so responsible.

iv. In the event the Township determines that the Improvements are not being properly repaired/maintained, the Township shall serve written notice upon the Developer and/or the Associations, as appropriate, setting forth the manner in which they have failed to repair/maintain the Improvements, in reasonable condition and order. Written notice required in this Agreement may be provided by mail, or by electronic means or facsimile with a hard copy by mail. The notice shall include a demand that deficiencies in the repair/maintenance, in no event less than thirty (30) days (the "Improvement Notice and Cure Period").

11. CONDOMINIUM DOCUMENTS

The developer shall submit to the Township a proposed Master Deed and Bylaws, including the Exhibit B condominium plan (collectively the "Condominium Documents"), for the Project. The proposed documents shall be subject to review and approval by the Township Attorney and Township staff prior to recording. The Condominium Documents shall be fully executed and recorded prior to the issuance of any certificate of occupancy by the Township. As part of the Condominium Documents, there shall be provisions obligating Developer or the Association, if after the Transitional Control Date, to maintain and preserve all the

Improvements, the private roads, drives, entranceways, parking, walkways, screening walls, landscaping, lighting, signage, greenbelts, open areas, pedestrian walkways and open area amenities, setbacks, the System and related easements and any other private common elements and Improvements described in the Final Conceptual Site Plan in good working order and appearance at all times and in accordance with the Development Documents and Section 11 of this Agreement. The Condominium Documents shall also contain reference to the actions which may be taken by the Township pursuant to Section 16 in the event that the Improvements are not preserved, maintained or repaired. Additionally, the Condominium Documents shall identify and make reference to the Development Documents and the regulations of the Property therein, including a reference to this Agreement.

The Condominium Documents shall contain provisions providing for the continued maintenance/repair of the Improvements, at no cost to the Township, and provisions requiring the levying and collection of assessments as necessary to pay the cost of such repair/maintenance and to ensure the ability to pay the cost of future repairs and maintenance of the Improvements.

Developer shall install a landscape buffer along the rear boundary lines of Units 29 and 30. The Condominium Documents shall contain language providing for the long-term maintenance and preservation of the landscape buffers. Further, the Condominium Documents shall provide that Developer shall not be permitted to enter into purchase agreements and/or preliminary reservation agreements for the sale of Units 29 and 30 until the residence to be located on Unit 31 is constructed.

The Condominium Documents shall contain provisions prohibiting the use of fertilizers containing phosphorus by co-owners of Units and providing that the Township may regulate the type of fertilizers that may be used on a Unit and providing that overnight parking is prohibited on any shared drive located in the Condominium.

Water softener discharge shall not be discharged into the drainage system or wetlands. To the extent future co-owners of the Units desire to install a water softener system on their individual Unit, the Condominium Documents shall prohibit water softener discharge into the drainage system or direct discharge into the wetlands and shall require that each co-owner desiring to install a water softener system install a dry-well system to accommodate all water softener discharge. Such dry-well systems shall be maintained, repaired and replaced by the individual co-owners. Notwithstanding anything contained herein to the contrary, Units 12 through 17, inclusive must have a dry-well installed prior to issuance of a certificate of occupancy.

In its customary sales disclosure documents and Condominium Documents, Developer shall provide prospective purchasers of Units in the Condominium with notice regarding the potential existence of radon in all residential developments and referring prospective purchasers to investigate the risks associated with radon exposure and the methods available to detect, measure and mitigate radon exposure. Prior to closing on a unit, to the extent that radon is found to exist within a residential structure beyond acceptable levels (as defined by the United States Environmental Protection Agency), Developer will offer a credit to prospective purchasers in the amount of $500 to install a radon mitigation system.

12. OMIT.

13. OMIT.

14. REIMBURSABLE COSTS

a. The Developer shall reimburse the Township for the following costs:

i. All reasonable planning, engineering, legal and any consultant fees incurred in connection with the review and approval of the Project, in accordance with the Township's Planning and Engineering Services Fee Schedules.

ii. All reasonable planning, engineering, legal and any consultant fees, along with applicable permit and inspection fees, which may be incurred throughout the construction of the Project as a result of any required inspections or actions taken to ensure compliance with the Development Documents.

b. In addition, Developer shall be responsible for all costs associated with the submission to the Township and consideration of all plans and documents associated with the Project, including, but not limited to, site plans, landscaping plans, engineering plans, as-built plans, permits, inspections, etc. Further, Developer shall be responsible for all costs related to variance requests, special use requests, and review and approval of any other agreements associated with the Project, including but not limited to, the Condominium Documents, petitions for any special assessments district, and other similar documents, plans and costs.

15. OMIT.

16. ENFORCEMENT AND REMEDIES

In the event there is a failure to timely perform any obligation or undertaking required by this Agreement, the Township shall serve written notice upon the Developer setting forth such deficiency and a demand that the deficiency be cured within thirty (30) days following the notice (with the exception of a deficiency determined by the Township to constitute an impending and immediate danger to the health safety, and welfare of the public). If the deficiency set forth in the notice is not cured within said thirty (30) day period, the Township may pursue any and all remedies available to it under the Zoning Ordinance or applicable law.

17. DEVELOPER ACKNOWLEDGMENT

By execution of this Agreement, Developer agrees that the conditions contained herein are fair, reasonable and equitable requirements and conditions; agrees that this Agreement does not constitute a taking of property for any purpose or a violation of any constitutional rights; and agrees to be bound by each and every provision of this Agreement. Furthermore, it is agreed that the Improvements and undertakings described herein are necessary and roughly proportional to

the burden imposed, and are necessary in order to ensure that public services and facilities will be capable of accommodating the Project, and the increased service and facility loads caused by the Project; to protect the natural environment and conserve natural resources; to ensure compatibility with adjacent uses of land; to promote use of the Property in a socially and economically desirable manner; and to achieve other legitimate objectives authorized by law. It is further agreed and acknowledged that all the required Improvements, both on-site and off-site, are clearly related to the burdens to be created by the Project, and all such improvements are clearly and substantially related to the Township's legitimate interests in protecting the public health, safety and welfare.

18. MISCELLANEOUS

a. Binding Effect

This Agreement shall be binding upon and inure to the benefit of the parties and their heirs, successors and assigns, including the condominium association established to operate and manage the affairs of the Condominium ("Association"). The Condominium Documents shall include a provision stating that the Association shall be bound by the terms and conditions of this Agreement and that any amendment to the Condominium Documents which impacts the Township's rights under such provision as it relates to this Agreement must be reviewed by the Township. The rights and obligations contained in this Agreement shall run with the Property. Developer shall be required, at its sole cost, to record this Agreement within thirty (30) days of execution with the Livingston County Register of Deeds, and provide a recorded copy to the Township as soon as a recorded copy is returned to Developer by the Livingston County Register of Deeds. Once Developer, or its successors or its assigns has completed the Project Improvements and turned over the Property to the Association, Developer shall have no further obligation or liability under this Agreement with respect to the obligations or liability first arising under this Agreement after the effective date of such assignment.

b. Authority

This Agreement has been duly authorized by Developer and the Township, through the approval of the Township Board at a meeting in accordance with the laws of the State of Michigan and the Ordinances of the Township. By the execution of this Agreement, the parties each warrant that they have the authority to execute this Agreement and bind the Property in its respective entities to its terms and conditions.

c. Final Conceptual Site Plan Approval

Developer acknowledges that, at the time of the execution of this Agreement, Developer has received Final Conceptual Site Plan approval, but not Final Site Plan approval and condominium approval, as required. Developer acknowledges that the Planning Commission may impose additional conditions other than those

contained in this Agreement during site plan review and approval so long as those conditions are consistent with the approvals previously given and the intent of this Agreement. Developer agrees that any additional conditions which may be attached to the final approval by the Planning Commission shall be incorporated into and made a part of this Agreement, and shall be enforceable against Developer, in the event Developer proceeds with the Project and executes this Agreement. To the extent that Developer requires minor modifications to the PUD Documents, the Township Zoning Administrator shall be permitted to approve such minor modifications administratively in accordance with the Zoning Ordinance. Minor modifications may include without limitations: (a) a reduction in the size of any building; (b) an increase in the size of any building, provided that the size of other buildings is decreased so that all buildings within the Project do not exceed the density limitation set forth in this Agreement; (c) landscaping materials identified in the attached plan may be replaced by similar types of landscaping materials of better or like quality; (d) changes in floor plans and elevations which do not alter the character of the use; (e) correcting non-material errors; (f) changes requested by the Township, County, or State for safety reasons and (g) those matters defined as Minor changes in Section 10.11.03 of the Zoning Ordinance.

d. Other Governmental Approvals

It is understood that construction of some of the Improvements included in the Project may require the approval of other governmental agencies.

e. Amendment

This Agreement may only be amended pursuant to an instrument executed by the Township and the Developer, or their successors and assigns, after mutual consent of the parties.

f. Partial Invalidity

Invalidation of any of the provisions contained in this Agreement, or of the application thereof to any person by judgment or court order shall in no way affect any of the other provisions hereof or the application thereof to any other person and the same shall remain in full force and effect.

g. No Partnership

None of the terms or provisions of this Agreement shall be deemed to create a partnership or joint venture between Developer and the Township.

h. Incorporation of Documents

The recitals contained in this Agreement, the introductory paragraph, and all exhibits attached to this Agreement and referred to herein shall for all purposes be

deemed to be incorporated in this Agreement by this reference and made a part of this Agreement.

i. Cooperation

In the event that any third-party brings an action against either party regarding the validity or operation of this Agreement, the parties shall cooperate with the other in good faith in any such litigation.

j. Integration Clause

This Agreement is intended as the complete integration of all understandings between the parties related to the subject matter herein. No prior contemporaneous addition, deletion or other amendment shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent notation, renewal, addition, deletion or other amendment shall have any force or effect unless embodied in a written amendatory or other agreement executed by the parties required herein, other than additional conditions which may be attached to Final Conceptual Site Plan approval by the Planning Commission as stated in subsection (c) above.

k. No Third-Party Relationship

The parties intend that this Agreement shall create no third-party beneficiary interest except for an assignment pursuant to this Agreement. The parties are not presently aware of any actions by them or any of their authorized representatives which would form the basis for interpretation construing a different intent and in any event expressly disclaim any such acts or actions, particularly in view of the integration of this Agreement.

l. Agreement Jointly Drafted

This Agreement represents the product of joint efforts and mutual understanding of Developer and the Township, and should be construed accordingly. Each party has had the opportunity to have this Agreement reviewed by legal counsel.

m. Governing Law

This Agreement shall be interpreted and construed in accordance with the laws of the State of Michigan, and shall be subject to enforcement only in Michigan courts. The parties agree that this Agreement is consistent with the intent and provisions of the Michigan and U.S. constitutions and applicable law.

n. Survival of Terms.

Any easement rights conveyed in this Agreement along with the following provisions will survive the expiration of this Agreement, along with any and all

approvals related to deviations and modifications from the Zoning Ordinance as set forth herein so that any improvements constructed by Developer in accordance with the Development Documents and this Agreement shall be deemed to be in accordance with the Zoning Ordinance and any future zoning ordinances, including upon expiration of this Agreement.

o. Signed Counterparts.

This Agreement may be executed in one or more counterparts by the different parties in separate counterparts, each of which, when executed, shall be deemed to be an original but all of which, when taken together, shall constitute one and the same Agreement. This Agreement may be transmitted by facsimile or electronic mail, and said facsimile or electronic signature shall be deemed as an original.

p. Easements.

Any easements granted or conveyed in this Agreement are non-exclusive easements.

q. Notice.

Unless later information is provided, notices under this Agreement will be provided to:

To Developer:

Pulte Homes of Michigan LLC
Attn: Joe Skore
2800 Livernois Road, Building D, Suite 320, Troy, Michigan 48083
Joe.skore@pultegroup.com

With a required copy to:

Alexandra E. Dieck
Bodman PLC
201 S. Division Street, Suite 400
Ann Arbor, Michigan 48104
adieck@bodmanlaw.com

To the Township:

Charter Township of Genoa
Attention: _____
2911 Dorr Road
Brighton, MI 48116
Phone: _____
Fax: _____
Email to _____
With a copy to the Township Attorney at the same address.

r. **Zoning Ordinance**.

All references in this Agreement to Zoning Ordinance or any Township ordinance and code shall be deemed to refer to the Township zoning ordinances and code in effect as of the Effective Date, subject to any deviation or waiver in respect thereof set forth in this Agreement, or any other provision hereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year recited above.

CHARTER TOWNSHIP OF GENOA
a Michigan municipal corporation

_____
By:
Its:

_____
By:
Its:

ACKNOWLEDGEMENT

STATE OF MICHIGAN)
) ss
COUNTY OF)

The foregoing Agreement was acknowledged before me by _____, the duly elected _____, and _____the duly elected _____ of the Charter Township of Genoa, on the __ day of _____, 20__.

_____
_____, Notary Public
_____ County, Michigan
My Commission Expires: _____
Acting in _____ County

PULTE HOMES OF MICHIGAN LLC, a Michigan limited liability company

_____
By: Joe Skore
Its: Vice President of Land Acquistion

ACKNOWLEDGEMENT

STATE OF)
) ss
COUNTY OF)

The foregoing Agreement was acknowledged before me by Joe Skore, the Vice President of Land Acquisition of Pulte Homes of Michigan LLC, a Michigan limited liability company on the ___ day of _____, 20__.

_____
_____, Notary Public
_____ County, Michigan
My Commission expires: _____
Acting in _____ County

Table of Exhibits

Exhibit A: Property Legal Description.

Exhibit B: Final Conceptual Development Plan for Legacy Hills.

Exhibit C: Conditions of Approval

Exhibit D: Schedule of Regulations and Modifications

Exhibit E: Planning Commission and Township Board Minutes.

Exhibit A

Legal Description

THE LAND IS DESCRIBED AS FOLLOWS: SITUATED IN THE TOWNSHIP OF GENOA, COUNTY OF LIVINGSTON, STATE OF MICHIGAN

PARCEL 1

PART OF THE SOUTHWEST 1/4 OF SECTION 24, TOWN 2 NORTH, RANGE 5 EAST, TOWNSHIP OF GENOA, LIVINGSTON COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE CENTERLINE OF BAUER ROAD AND THE SECTION LINE, SAID POINT BEING NORTH 00 DEGREES 04 MINUTES 33 SECONDS WEST 863.80 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 24; THENCE NORTH 00 DEGREES 04 MINUTES 33 SECONDS WEST 1461.36 FEET ALONG THE CENTERLINE OF BAUER ROAD AND THE SECTION LINE; THENCE NORTH 86 DEGREES 35 MINUTES 45 SECONDS EAST 1342.09 FEET; THENCE SOUTH 00 DEGREES 10 MINUTES 36 SECONDS WEST 1213.73 FEET; THENCE NORTH 89 DEGREES 08 MINUTES 40 SECONDS WEST 550.68 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF THE OLD RAILWAY RIGHT OF WAY, AS VACATED, AND TO A POINT ON A CURVE; THENCE SOUTHEASTERLY 299.50 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 10 DEGREES 10 MINUTES 30 SECONDS, A RADIUS OF 1686.52 FEET AND A LONG CHORD BEARING SOUTH 48 DEGREES 02 MINUTES 55 SECONDS EAST 299.11 FEET TO THE P.T. OF THE CURVE; THENCE SOUTH 42 DEGREES 57 MINUTES 40 SECONDS EAST 1393.08 FEET ALONG SAID NORTHERLY RIGHT OF WAY LINE TO THE SECTION LINE AND CENTERLINE OF CHALLIS ROAD; THENCE NORTH 89 DEGREES 23 MINUTES 35 SECONDS WEST 663.70 FEET ALONG SAID SECTION LINE AND CENTERLINE OF CHALLIS ROAD TO THE NORTHERLY RIGHT OF WAY LINE OF THE EXISTING C & O RAILWAY; THENCE NORTH 54 DEGREES 56 MINUTES 45 SECONDS WEST 104.89 FEET TO THE P.C. OF A CURVE; THENCE NORTHWESTERLY 608.48 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 03 DEGREES 01 MINUTES 45 SECONDS, A RADIUS OF 11,509.20 FEET AND A LONG CHORD BEARING NORTH 56 DEGREES 27 MINUTES 37 SECONDS WEST 608.41 FEET TO A POINT ON THE CURVE; THENCE NORTH 32 DEGREES 01 MINUTES 30 SECONDS EAST 50.00 FEET TO A POINT ON A CURVE; THENCE NORTHWESTERLY 201.75 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 01 DEGREES 00 MINUTES 00 SECONDS, A RADIUS OF 11,559.20 FEET AND A LONG CHORD BEARING NORTH 58 DEGREES 28 MINUTES 30 SECONDS WEST 201.74 FEET TO THE P.T. OF THE CURVE; THENCE NORTH 58 DEGREES 58 MINUTES 30 SECONDS WEST 645.66 FEET ALONG SAID NORTHERLY RIGHT OF WAY LINE OF THE EXISTING C & O RAILWAY TO THE POINT OF BEGINNING. EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL: PART OF THE SOUTHWEST 1/4 OF SECTION 24, TOWN 2 NORTH, RANGE 5 EAST, TOWNSHIP OF GENOA, LIVINGSTON COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 24; THENCE NORTH 00 DEGREES 04 MINUTES 33 SECONDS WEST 863.80 FEET ALONG THE CENTERLINE OF BAUER ROAD AND THE WEST SECTION LINE; THENCE SOUTH 58 DEGREES 58 MINUTES 30 SECONDS EAST 645.66 FEET TO THE POINT OF BEGINNING; THENCE NORTH 44 DEGREES 02 MINUTES 15 SECONDS EAST 651.25 FEET; THENCE SOUTH 42 DEGREES 57 MINUTES 40 SECONDS EAST 1393.08 FEET; THENCE NORTH 89 DEGREES 23 MINUTES 35 SECONDS WEST 663.70 FEET ALONG THE SECTION LINE; THENCE NORTH 54 DEGREES 56 MINUTES 45 SECONDS WEST 104.89 FEET TO THE P.C. OF A CURVE; THENCE NORTHWESTERLY 608.48 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 03 DEGREES 01 MINUTES 45 SECONDS, A RADIUS OF 11,509.20 FEET AND A LONG CHORD BEARING NORTH 56 DEGREES 27 MINUTES 37 SECONDS WEST 608.41 FEET TO A POINT ON THE CURVE; THENCE NORTH 32 DEGREES 01 MINUTES 30 SECONDS EAST 50.00 FEET TO A POINT ON A CURVE; THENCE NORTHWESTERLY 201.75 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 01 DEGREES 00 MINUTES 00 SECONDS, A RADIUS OF 11,559.20 FEET AND A LONG CHORD BEARING NORTH 58 DEGREES 28 MINUTES 30 SECONDS WEST 201.74 FEET TO THE P.T. OF A CURVE AND THE POINT OF BEGINNING.

PARCEL 2

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EASEMENT PARCEL

TOGETHER WITH THE RIGHTS AND EASEMENTS AS CREATED, LIMITED AND DEFINED IN ACCESS AND UTILITY EASEMENT AGREEMENT RECORDED IN LIBER 4330, PAGE 940, LIVINGSTON COUNTY RECORDS.

Exhibit B

Final Conceptual Development Plan for Legacy Hills

[Following]

Exhibit C

Conditions for Approval

- At least thirty percent (30%) of the residential structures in the Project shall have an additional setback of at least ten (10) feet from the standard minimum required setback.
- The PUD Agreement shall include a tree preservation section which shall include requirements for tree preservation and protection.
- The portion of the yards for Units 32-45 which have frontage on either Challis Road or Bauer Road shall be considered the "rear" portion of the yards.

Exhibit D

Schedule of Regulations and Modifications

EXHIBIT E

Final Conceptual Development Plan for Legacy Hills

Applicant shall ensure the all conditions of conceptual approval from the Township Board has been incorporated in the bylaws such as water softener discharge requirements, use of fertilizers and tree removal penalties.

MASTER DEED

LEGACY HILLS
(A Residential Condominium)

LIVINGSTON COUNTY CONDOMINIUM SUBDIVISION PLAN NO. _____

This Master Deed is made and executed effective as of _____, 2025, by Pulte Homes of Michigan LLC, a Michigan limited liability company ("Developer"), whose address is 2800 Livernois Road, Building D, Suite 320, Troy, Michigan 48083, pursuant to the provisions of the Michigan Condominium Act (Act 59 of the Public Acts of 1978, as amended) (the "Act").

RECITALS

Developer desires by recording this Master Deed, together with the Bylaws attached as Exhibit A and together with the Condominium Subdivision Plan attached as Exhibit B (both of which are incorporated by reference and made a part of this Master Deed), to establish the real property described in Article 2 below, together with the improvements located and to be located thereon, and the appurtenances thereto, as a residential Condominium Project under the provisions of the Act.

Developer does, upon recording this Master Deed, establish Legacy Hills as a Condominium Project under the Act and declares that Legacy Hills (referred to as the "Condominium," the "Project" or the "Condominium Project") shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner used subject to the provisions of the Act, and to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Master Deed and Exhibits A and B hereto, all of which shall be deemed to run with the land and shall be a burden and a benefit to Developer, its successors and assigns, and any persons acquiring or owning an interest in the Condominium, their grantees, successors, transferees, heirs, personal representatives and assigns.

The Project consists of 55 Units which are the individual sites on which residential dwellings and other improvements may be constructed. Each Condominium Unit consists only of the land within the perimeter of the Unit and each Unit is capable of individual use because it has access to a public road or Common Element of the Condominium. Each Unit Owner will hold an absolute and undivided title to such Owner's Unit and to the dwelling and other improvements located on it to the extent such improvements are not designated in the Master Deed as Common Elements, and an undivided inseparable right to share with other Co-Owners the Common Elements of the Condominium.

In furtherance of the establishment of the Condominium Project, it is provided as follows:

ARTICLE 1.
TITLE AND NATURE

The Condominium Project shall be known as Legacy Hills, Livingston County Condominium Subdivision Plan No. _____. The engineering and architectural plans for the Project, if any, are on file with the Township of Genoa. The Condominium Project is established in accordance with the Act. The Units contained in the Condominium, including the number, boundaries, dimensions and area of each Unit, are set forth completely in the Condominium Subdivision Plan attached as Exhibit B hereto. Each individual Unit has been created for residential purposes and each Unit is capable of individual use. Each Co-Owner in the Condominium Project shall have an exclusive right to such Co-Owner's Unit except to the extent of any Common Elements located thereon, and shall have an undivided and inseparable right to share with the other Co-Owners the Common Elements of the Condominium Project as are designated by the Master Deed. Nothing in this Master Deed shall be construed to impose upon Developer any contractual or other legal obligation to build, install or deliver any structure or improvement which is labeled on the Condominium Subdivision Plan attached as Exhibit B as "need not be built."

ARTICLE 2.
LEGAL DESCRIPTION

The land which is submitted to the Condominium Project is established by this Master Deed and is particularly described as follows:

LEGAL DESCRIPTION – LEGACY HILLS

Land situated in the Township of Genoa, County of Livingston, State of Michigan, described as follows:

THE LAND IS DESCRIBED AS FOLLOWS: SITUATED IN THE TOWNSHIP OF GENOA, COUNTY OF LIVINGSTON, STATE OF MICHIGAN

PARCEL 1

PART OF THE SOUTHWEST 1/4 OF SECTION 24, TOWN 2 NORTH, RANGE 5 EAST, TOWNSHIP OF GENOA, LIVINGSTON COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE CENTERLINE OF BAUER ROAD AND THE SECTION LINE, SAID POINT BEING NORTH 00 DEGREES 04 MINUTES 33 SECONDS WEST 863.80 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 24; THENCE NORTH 00 DEGREES 04 MINUTES 33 SECONDS WEST 1461.36 FEET ALONG THE CENTERLINE OF BAUER ROAD AND THE SECTION LINE; THENCE NORTH 86 DEGREES 35 MINUTES 45 SECONDS EAST 1342.09 FEET; THENCE SOUTH 00 DEGREES 10 MINUTES 36 SECONDS WEST 1213.73 FEET; THENCE NORTH 89 DEGREES 08 MINUTES 40 SECONDS WEST 550.68 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF THE OLD RAILWAY RIGHT OF WAY, AS VACATED, AND TO A POINT ON A CURVE; THENCE SOUTHEASTERLY 299.50 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 10 DEGREES 10 MINUTES 30 SECONDS, A RADIUS OF 1686.52 FEET AND A LONG CHORD BEARING SOUTH 48 DEGREES 02 MINUTES 55 SECONDS EAST 299.11 FEET TO THE P.T. OF THE CURVE; THENCE SOUTH 42 DEGREES 57 MINUTES 40 SECONDS EAST 1393.08 FEET ALONG SAID NORTHERLY RIGHT OF WAY LINE TO THE SECTION LINE AND CENTERLINE OF CHALLIS ROAD; THENCE NORTH 89

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EASEMENT PARCEL

TOGETHER WITH THE RIGHTS AND EASEMENTS AS CREATED, LIMITED AND DEFINED IN ACCESS AND UTILITY EASEMENT AGREEMENT RECORDED IN LIBER 4330, PAGE 940, LIVINGSTON COUNTY RECORDS.

Parcel No.: 4711-23-300-003; 4711-23-400-001; 4711-23-400-007; 4711-23-400-008

Together with and subject to the following:

1. Liens for taxes and assessments not yet due and payable.

2. Laws, ordinances and regulations of applicable governmental authorities.

3. Any rights, title, interest or claim thereof to that portion of the land taken, used or granted for streets, roads or highways.

4. Planned Unit Development Agreement ("PUD Agreement") defined in Section 3.23 below, recorded or to be recorded in the Livingston County Records.

5. Any liens, rights, easements, interests, encumbrances, or claims as shown by the Public Records for Livingston County.

ARTICLE 3.
DEFINITIONS

Certain terms are used not only in this Master Deed and Exhibits A and B hereto, but are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation and rules and regulations of the Legacy Hills Condominium Association, a Michigan non-profit corporation; and deeds, mortgages, liens, land contracts, easements and other instruments affecting

the establishment of, or transfer of, interests in Legacy Hills, as a condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

Section 3.1 Act. The "Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.

Section 3.2 Association. "Association" means the Legacy Hills Condominium Association, which is the non-profit corporation organized under Michigan law, of which all Co-Owners shall be members, which corporation shall administer, operate, manage and maintain the Condominium.

Section 3.3 Bylaws. "Bylaws" means Exhibit A hereto, being the By-laws setting forth the substantive rights and obligations of the Co-Owners and required by Section 3(9) 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.

Section 3.4 Common Elements. "Common Elements", where used without modification, means both the General and Limited Common Elements described in Article 4 below.

Section 3.5 Condominium Documents. "Condominium Documents" means and includes this Master Deed and Exhibits A and B hereto, the Articles of Incorporation, and the rules and regulations, if any, of the Association, as all of the same may be amended from time to time.

Section 3.6 Condominium Premises. "Condominium Premises" means and includes the land described in Article 2 above and all easements, rights and appurtenances belonging to Legacy Hills as described above.

Section 3.7 Condominium Project, Condominium or Project. "Condominium Project", "Condominium" or "Project" means Legacy Hills as a Condominium Project established in conformity with the provisions of the Act.

Section 3.8 Condominium Subdivision Plan. "Condominium Subdivision Plan" or "Plan" means Exhibit B hereto.

Section 3.9 Consolidating Master Deed. "Consolidating Master Deed" means the final amended Master Deed, if any, which shall describe Legacy Hills as a completed Condominium Project and shall reflect the land area, if any, converted pursuant to Article 8 below or contracted pursuant to Article 9 below or expanded pursuant to Article 10 below, from time to time, and all Units and Common Elements therein, and which shall express percentages of value pertinent to each Unit as finally readjusted, if necessary. 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, but until such time, the terms of this Master Deed, as it may be amended, shall control. In the event the Units and Common Elements in the Condominium are constructed in substantial conformance with the proposed Condominium Subdivision Plan attached as Exhibit B to the Master Deed, the Developer shall be able to satisfy the foregoing obligation by filing a certificate in the office of the Livingston County Register of Deeds confirming that the Units and Common Elements "as built" are in substantial conformity with the proposed Condominium Subdivision Plan and no Consolidating Master Deed need be recorded.

Section 3.10 Construction and Sales Period. "Construction and Sales Period," for the purposes of the Condominium Documents and the rights reserved to Developer thereunder, means the period commencing with the recording of the Master Deed and continuing as long as Developer owns any

Unit which it offers for sale, and for so long as the Developer continues or proposes to construct or is entitled to construct additional Units.

Section 3.11 Co-Owner. "Co-Owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which owns one or more Units in the Condominium Project. The term "Owner", wherever used, shall be synonymous with the term "Co-Owner." In the event of the conveyance of a Unit by land contract, the land contract vendees shall be the "Co-Owners" of the Unit and shall bear sole liability for all obligations arising with respect to the Unit to the exclusion of the land contract vendors; provided that the Developer or an affiliate of the Developer shall retain the rights and obligations of a Co-Owner with respect to any Unit sold under land contract by the Developer or an affiliate of the Developer. The foregoing provision regarding the rights and obligations of land contract vendors and vendees shall apply notwithstanding the definition of "Co-Owner" set forth in Section 6 of the Act, as amended by Public Act 379 of 2000. "Owner" or "Co-Owner" shall not include a mortgagee of a Unit unless and until such mortgagee acquires fee simple title to the Unit by foreclosure or other proceeding or conveyance in lieu of foreclosure and shall not include any interest in a Unit held as security for the performance of any obligation. In the event more than one person or entity owns an interest in fee simple title to any Unit, or has an interest as a land contract vendee (other than Units owned by Developer), the interests of all such persons collectively shall be that of one Co-Owner.

Section 3.12 Developer. "Developer" means Pulte Homes of Michigan LLC, a Michigan limited liability company, which has made and executed this Master Deed, and its successors and assigns. Both successors and assigns shall always be deemed to be included within the term "Developer" whenever such terms are used in the Condominium Documents.

Section 3.13 Entrance Way, Landscaping and Perimeter Improvements. "Entrance Way, Landscaping and Perimeter Improvements" means any entranceway signs and monuments, landscaping and related improvements, and any perimeter landscaping or fencing installed by Developer within the Condominium.

Section 3.14 First Annual Meeting. "First Annual Meeting" means the initial meeting at which non-developer Co-Owners are permitted to vote for the election of Directors and upon all other matters that properly may be brought before the meeting. Such meeting is to be held (a) in Developer's sole discretion after fifty percent (50%) of the Units that may be created are sold, or (b) mandatorily within (i) fifty-four (54) months from the date of the first Unit conveyance, or (ii) one hundred twenty (120) days after seventy-five percent (75%) of all Units that may be created are sold, whichever first occurs.

Section 3.15 Open Space Preservation Easement. "Open Space Preservation Easement" means the Open Space Preservation Easement reserved in this Master Deed for the preservation of certain open space areas in the Condominium, including, but not limited to, the Wetland and woodlands, if any, as shown on Exhibit B (the "Open Space Areas"). The Open Space Preservation Easement requires that, except for construction, installation and maintenance of certain storm water drainage areas, utilities and related improvements and any parks, walking paths, picnic tables, supplemental planning, and other open space amenities and related maintenance, grading and/or other improvements, if any, as shown on Exhibit B and the approved final site plan, and access by Developer and the Association for such maintenance and preservation purposes, the Open Space Areas shall be perpetually preserved and maintained in their natural and undeveloped condition. Any disturbance of Open Space Areas except as noted above, including altering the topography of; placing fill material in; dredging, removing or excavating soil, minerals, or trees, and constructing or placing any structures on; draining surface water from; or plowing, tilling, cultivating, or otherwise altering or developing, and/or constructing, operating, or maintaining any use or development in the Open Space Areas is strictly prohibited. Other Open Space

Areas and any amenities therein shall be preserved in the condition required by the approval final site plan for Legacy Hills.

Section 3.16 Residential Builder. "Residential Builder" means any person licensed as a residential builder under Article 24 of the Occupational Code of Michigan, Public Act 299 of 1980, and who acquires title to one or more Units in the Condominium for the purpose of constructing a Residence on the Unit and subsequently reselling the Unit.

Section 3.17 Roads. "Roads" mean the Roads located within the Project, including any boulevard islands, turning circles, entrance areas or sidewalks along the Roads. The Roads in the Condominium are intended to be private roads to be maintained, repaired, replaced, and insured by the Association with the costs of the foregoing to be assessed to the Unit Owners as described in Article II of the Bylaws and as described further in Section 6.5 herein.

Section 3.18 Sidewalks. "Sidewalks" mean any internal sidewalks along the Roads in the Condominium.

Section 3.19 Stormwater Drainage Facilities. "Stormwater Drainage Facilities" means the Stormwater Drainage Facilities serving the Project and providing for storm water drainage for the Project including, without limitation, any storm water easements shown on Exhibit B and the approved final site plan, and the areas of surface drainage and detention and detention basins shown on Exhibit B.

Section 3.20 Township. "Township" means the Township of Genoa, a Michigan municipal corporation located in Livingston County, Michigan and any successor thereto.

Section 3.21 Transitional Control Date. "Transitional Control Date" means the date on which a Board of Directors of the Association take office pursuant to an election in which the votes which may be cast by eligible Co-Owners unaffiliated with the Developer exceed the votes which may be cast by Developer.

Section 3.22 Unit or Condominium Unit. "Unit" or "Condominium Unit" each means a single Unit in Legacy Hills as such space may be described in Article 5, Section 5.1 hereof and on Exhibit B hereto, and shall have the same meaning as the term "Condominium Unit" as defined in the Act.

Section 3.23 Planned Unit Development Agreement. "Planned Unit Development Agreement" or "PUD Agreement" means the Legacy Hills Planned Unit Development Agreement recorded or to be recorded in the Livingston County Records by and between the Township and Developer setting forth requirements for development, construction and use of the Project, as further described in Section 4.6 of this Master Deed.

Section 3.24 Wetlands. To the extent the Project contains any wetlands and wetland buffers as shown on Exhibit B, they shall be perpetually preserved as unimproved areas, except for any improvements shown on the approved plans or Exhibit B. The Wetlands may be subject to conservation easements. There shall be no use or occupancy of the Wetlands without the approval of Developer, the Association and applicable governmental authorities, including the Michigan Department of the Environment, Great Lakes & Energy ("EGLE"), if applicable. The Association shall be responsible to ensure preservation of such areas and the General Common Elements as set forth in Article 4, and shall assess the Unit Owners for such costs in accordance with Article 2 of the Bylaws.

ARTICLE 4.
COMMON ELEMENTS; USE OF COMMON ELEMENTS AND UNITS

The Common Elements of the Project as described herein and as described in Exhibit B attached hereto, as may be modified from time to time pursuant to certain other provisions of this Master Deed and the Bylaws attached as Exhibit A, and the respective responsibilities for maintenance, decoration, repair or replacement are as follows:

Section 4.1 General Common Elements. The General Common Elements are:

4.1.1 Land. The land described in Article 2 above (other than that portion thereof described in Section 4.2 or Section 5.1 below or in Exhibit B, attached, as constituting the Condominium Units or Limited Common Elements), including riparian and littoral rights, if any, attributable to such land, and including the Open Space Areas, and other land areas designated as General Common Elements on attached Exhibit B.

4.1.2 Roads. The Roads throughout the Condominium as shown on Exhibit B, including any Sidewalks, turning circles or boulevard islands within the Roads. Developer intends that the Roads will be private roads to be maintained, repaired, replaced, and insured by the Association with the costs of the foregoing assessed to the Unit Owners as described in Section 6.5, including landscaping of turning circles, boulevard islands and other landscape areas in the Roads, and snow removal from the Sidewalks as described in Section 4.3.2 below.

4.1.3 Surface Improvements. Surface improvements not identified as Limited Common Elements and not located within the boundaries of a Unit, including the Entrance Way, Landscaping and Perimeter Improvements, Sidewalks, turning circles and boulevard islands within the Roads, and any surface improvements in the Open Space Areas including, but not limited to any gazebos, benches, trails and play structures, if any.

4.1.4 Easements. All beneficial utility, drainage, access, and other easements pertaining to the Project.

4.1.5 Utilities. Some or all of the utility lines and appurtenances, including electric, telephone and telecommunications, gas, water, sanitary sewer and storm sewer systems, and storm water detention areas and drainage facilities and equipment described below may be owned by the local public authority, or by the company that is providing the pertinent service, or may be dedicated and conveyed to governmental entities or those utility companies. Accordingly, such utility lines, systems and equipment shall be General Common Elements only to the extent of the Co-Owners' interest therein, if any, and Developer makes no warranty whatsoever with respect to the nature or extent of such interest, if any. Certain utilities as shown on Exhibit B may be conveyed or dedicated to the Township, County, or other governmental authorities, and except to the extent of such conveyance or dedication, such utilities shall be General Common Elements.

4.1.6 Electrical. Subject to 4.1.5, the electrical transmission system throughout the Project up to, but not including the electric meters for each residential dwelling now or hereafter constructed within the perimeter of a Unit.

4.1.7 Telephone and Telecommunications System. Subject to 4.1.5, the telephone or telecommunications equipment and system throughout the Project up to the point of connection to each residential dwelling now or hereafter constructed within the perimeter of a Unit.

4.1.8 Gas. Subject to 4.1.5, the gas distribution system throughout the Project up to the point where it is stubbed for connection with each residential dwelling now or hereafter constructed within the perimeter of a Unit.

4.1.9 Wells. The water supply to each residence on a Unit is from a private well. The Developer shall initially install the private well serving each Unit and thereafter each Co-Owner shall be responsible for reconstruction, maintenance, repair and replacement of the well and related appurtenances. The requirements for well installation, ownership and maintenance are set forth in Article 6 of the Bylaws in accordance with the requirements of the Livingston County Health Department. The Bylaws sets forth the requirements for installation, ownership and maintenance of the wells for each Unit.

4.1.1 Sanitary Sewer. Each Unit will be served by an individual residential sanitary septic system ("septic system"). The Developer (or builder constructing a residence) shall initially install the septic system serving each residence on the Unit and afterwards each Co-Owner shall be responsible for the reconstruction, maintenance, repair and replacement of the septic system and related appurtenances. The requirements for septic system installation, ownership, maintenance, repair and replacement are set forth in Article 6 of the Bylaws.

4.1.1 Stormwater Drainage Facilities. Subject to 4.1.5, the Stormwater Drainage Facilities throughout the Project and related improvements shown on Exhibit B, including those areas of surface drainage, detention and detention basins.

4.1.2 Other. Such other elements of the Project not designated as Limited Common Elements which are not located within the perimeter of a Unit, and which are intended for common use or are necessary to the existence, upkeep and safety of the Project.

Section 4.2 Limited Common Elements. Limited Common Elements shall be subject to the exclusive use and enjoyment of the Co-Owners of the Units to which the limited Common Elements are appurtenant. There are currently no Limited Common Elements in the Project. Developer reserves the right to add Limited Common Elements by amendment to the Master Deed pursuant to Article 7 below.

Section 4.3 Responsibilities. The respective responsibilities for the maintenance, reconstruction, repair and replacement of the Common Elements are as follows:

4.3.1 Co-Owner Responsibilities. The responsibility for, and the costs of insurance, maintenance, decoration, repair and replacement of any and all structures and improvements, including the Well, lawn, landscaping, and driveways and snow removal on driveways and walks, located within or upon a Unit and any appurtenant Limited Common Elements, and the cost of utilities serving the Co-Owner's Unit shall be borne by the Co-Owner of the Unit. Each Unit will have a private well as a water supply source and septic system for sanitary sewers, both to be maintained by the Unit Owner as set forth in Section 4.1.9 above. Each Co-Owner shall be responsible for maintaining the Well, Septic System and water and sanitary sewer leads serving the Co-Owner's Unit. Each Co-Owner shall be responsible for maintaining the lawn and landscaping on the lawn extension between the Co-Owner's Unit and the edge of the street pavement, snow removal on the Sidewalk between the Co-Owner's Unit and the street pavement, and the surface of all easement areas on such Co-Owner's Unit, except as otherwise provided in the Master Deed and Bylaws.

4.3.2 Association Responsibilities. The Association, by its Board of Directors, shall be responsible for insurance, maintenance, repair and replacement of the General Common Elements, including, without limitation, street maintenance, snow plowing of the Roads and snow removal from the Sidewalks, except to the extent such snow removal is the responsibility of the Unit Owners as set forth in Section 4.3.1 above, and the expense thereof shall be assessed to the Co-Owners as set forth in Article 2 of the Bylaws. The cost of insurance, maintenance, repair and replacement of all General Common Elements shall be borne by the Association subject to any provisions of the Master Deed and Bylaws expressly to the contrary, and assessed to the Co-Owners as set forth in the Bylaws.

4.3.3 Further Developer and Association Responsibilities. The Developer, prior to the Transitional Control Date, and Association thereafter shall have the authority and responsibility, at their expense, to operate, maintain, repair, manage, and improve the General Common Elements in the Condominium, including, without limitation, the responsibility to preserve and maintain all Stormwater Drainage Facilities, the Roads, and maintenance, and to ensure that the same continue to function as intended. The Developer prior to the Transitional Control Date and the Association thereafter shall also have the responsibility to preserve and maintain Open Space Areas located within the General Common Elements, including any amenities located therein, in accordance with the Open Space Conservation Easement. The Developer prior to the Transitional Control Date and the Association thereafter shall establish a regular and systematic program of maintenance for the General Common Elements to ensure that the physical condition and intended function of such areas and facilities shall be perpetually preserved and/or maintained.

Section 4.4 Use of Common Elements and Units. No Co-Owner shall use the Co-Owner's Unit or the Common Elements in any manner inconsistent with the purposes of the Project or in any manner which will interfere with or impair the rights of any other Co-Owner in the use and enjoyment of the Co-Owner's Unit or the Common Elements.

Section 4.5 Residential Use. The use of the Units is limited to residential use in accordance with this Master Deed and exhibits, the ordinances of the Township and the requirements of other applicable governmental authorities.

Section 4.6 Planned Unit Development Agreement. The Project is subject to the terms and conditions of the Planned Unit Development Agreement, which governs development of the Project. The Planned Unit Development Agreement sets forth requirements for development, construction and use of the Project. In accordance with the Planned Unit Development Agreement, the condominium shall be subject to the Open Space Preservation Easement in relation to any areas of remaining wetland, woodlands and open space. By taking title to a Unit in the Project, each Owner acknowledges and agrees to the requirements of the Planned Unit Development Agreement, and the obligations of the Unit Owners and Association related thereto. Pursuant to the Planned Unit Development Agreement, Developer shall not enter into purchase agreements for the sale of Units 29 and 30 until the residence to be located on Unit 31 is constructed.

Section 4.7 Open Space Areas; Wetlands. The Project includes Open Space Areas which include wetlands, woodlands, and open space areas as shown on Exhibit B which are subject to the Open Space Preservation Easement as described in Section 3.15 above, which provides that, except for construction, installation and maintenance of improvements as shown on Exhibit B and the approved final site plan, and access by Developer and the Association for maintenance and preservation purposes, the Open Space Areas shall be perpetually preserved and maintained in their natural and undeveloped condition. Disturbance of the Open Space Areas is prohibited except as noted above. The Open Space Areas shall not be used or altered in any other manner without the prior approval of Developer, the Association and applicable governmental authorities. Further, the Wetlands may be subject to additional conservation easements with EGLE. There shall be no use or occupancy of the Wetlands without the approval of Developer, the Association and applicable governmental authorities, including EGLE. The Association shall be responsible to ensure preservation of such areas and the General Common Elements as set forth in Article 4, and shall assess the Unit Owners for such costs in accordance with Article 2 of the Bylaws. Co-Owners are prohibited from altering the Wetlands or Open Space Areas contained within the condominium, including within the 50-foot natural features buffer required by the Zoning Ordinance and as shown on the Condominium Subdivision Plan. Developer shall install signage along the perimeter of the Wetlands and Open Space Areas, as necessary, to demarcate such areas and prohibit use of the Wetlands and Open Space Areas except as set forth herein and in connection with development of the Condominium. The Association shall preserve, repair, replace and maintain such signage and all Co-

Owners shall be assessed for the costs of such maintenance as set forth in Article 2 of the Bylaws. Notwithstanding anything contained herein to the contrary, Co-Owners shall be expressly permitted to cut, trim, manicure, and maintain any and all grass, bushes, trees and installed landscaping contained within their Unit, including, but not limited to, any landscape buffer areas contained within individual Units as set forth in Section 4.8 below.

Section 4.8 Perimeter Landscape Buffer on Units 1-9 and 32-45; Landscape Privacy Buffer Area on Units 29 and 30. As required by the Township and depicted on the Condominium Subdivision Plan, there is a 100 foot (100') perimeter landscape area generally located along the rear of Units 1-9 and 32-45, and generally located along the boundary of Condominium to act as a buffer between the Condominium and neighboring residential communities and public roads. Each Co-Owner shall preserve and maintain the portion of the landscape buffer located on their respective Unit, which such maintenance may include typical landscaping, manicuring, mowing, the planting of trees and vegetation, trimming and clean-up. To the extent there are any existing woodlands or Wetlands which are subject Section 4.7 above and located within the landscape buffer area, such areas shall be preserved in their natural states by each respective Co-Owner. No permanent structures may be placed in the landscape buffer areas. Except for the improvements as depicted in the Condominium Subdivision Plan and approved as part of site plan approval, including, but not limited to, underground Storm Water Drainage Facilities, Wells, septic systems, and above ground "beehive" catch basins, there shall be no above ground improvements (except landscaping, planting and vegetation) located within the perimeter landscape buffer. Additionally, there will be a Developer installed landscaped buffer area along the rear boundary line of Units 29 and 30 to provide for privacy and screening between Units 29, 30 and 31. The Co-Owners of Units 29 and 30 shall maintain and preserve such landscaped privacy buffer area located on each Co-Owner's respective Unit, including required watering, trimming and regular tree maintenance and upkeep. To the extent required, the Co-Owner's of Units 29 and 30 shall replace any dead or dying trees located within the landscaped privacy buffer area with similar types of landscaping materials of better or like quality in order to maintain the landscaped privacy buffer area.

Section 4.9 Railroad. The Project is located adjacent to a railroad track, as shown on the Condominium Subdivision Plan attached as Exhibit B hereto. There may be noise and dust generated by trains utilizing the railroad on a daily basis. By taking title to a Unit in the Project, each Co-Owner acknowledges the location of the railroad track in relation to the location of the Project and the noise and dust which may be generated thereby. By taking title to a Unit, each Co-Owner acknowledges the location and potential noise and dust that may be generated by the railroad and agrees to indemnify and hold Developer, the Association and its successors and assigns harmless in relation to any claims or damages resulting from the location of the railroad depicted on Exhibit B attached hereto.

Section 4.10 Rights of Mountain View Residents to Use Sidewalks. The residents of the neighboring community known as Mountain View shall have the right to access and utilize the Sidewalks and trails located in Legacy Hills. Notwithstanding anything contained herein to the contrary, neither Legacy Hills or the neighboring Mountain View shall have any maintenance or cost sharing obligations with respect to the Sidewalks or trails located in the other community. Each community shall be responsible for the maintenance, repair and replacement of the Sidewalks located in their own respective communities. Co-Owners of Units in Legacy Hills should expect that the Sidewalks in Legacy Hills will be utilized by the neighboring Mountain View residents.

Section 4.11 Pruning of Oak Trees. In order to mitigate the spread of "oak wilt," the cutting or pruning of oak trees by the Developer, Association and/or Co-Owners of Units, as applicable, during the active growing season for oak trees (April 15 through July 15) is prohibited.

ARTICLE 5.
UNIT DESCRIPTION AND PERCENTAGE OF VALUE

Section 5.1 Description of Units. The Project contains 55 Units numbered 1 through 55, inclusive. Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of Legacy Hills surveyed by The Umlor Group, and attached as Exhibit B. Each Unit shall consist of the land and area contained within the Unit boundaries as shown on attached Exhibit B and delineated with heavy outlines. Any structure, improvements or driveways constructed on any Unit shall be built in accordance with the requirements of this Master Deed and exhibits and in accordance with the requirements of applicable governmental authorities including the Township.

Section 5.2 Percentage of Value. The percentage of value assigned to each Unit shall be equal and the number obtained by dividing 100 by the number of Units in the Condominium. The determination that the percentages of value of each Unit is equal was made after reviewing the comparative characteristics of each Unit in the Project which would affect maintenance costs and value and concluding that there are no material differences among the Units insofar as the allocation of percentage of value is concerned. The percentage of value assigned to each Unit shall be determinative of each Unit's respective share of the Common Elements of the Condominium Project, and the proportionate share of each Unit in the proceeds and the expenses of administration, and the vote attributed to each Unit at meetings of the Association. The total value of all of the Units of the Project is one hundred percent (100%).

ARTICLE 6.
EASEMENTS, RESERVATIONS AND AGREEMENTS

Section 6.1 Easement for Maintenance of Encroachments and Utilities. In the event 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 due to survey errors, or construction deviations, reciprocal easements shall exist for the maintenance, repair or reconstruction of such encroachment for so long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction. There shall be easements to, through and over those portions of the land, structures, buildings and improvements for the continuing maintenance and repair of all utilities in the Condominium. This section shall not be construed to allow or permit any encroachment upon, or an easement for an encroachment upon, a Unit, without the consent of the Co-Owner of the Unit to be burdened by the encroachment or easement. Developer hereby reserves, declares and shall have the right to dedicate permanent and perpetual non-exclusive easements to the Township, Livingston County and all other government authorities or utility companies including the LHWSA, providing, operating and/or maintaining utility services, and their respective successors, assigns and transferees for ingress and egress in, over, under and through all Roads, walks and the other General Common Elements and the Limited Common Elements identified in Article 4 in the Condominium for the operation, maintenance, repair and replacement of the water supply system, sanitary sewer system, gas and electrical lines and all other utility lines or systems, and permanent easements to use, tap into, enlarge or extend all utility lines in the Condominium, including, without limitation, all water, gas, electric and sanitary sewer lines, all of which easements shall be for the benefit of the Project. These easements shall run with land in perpetuity. Developer has no financial obligation to support such easements.

Section 6.2 Easement in Favor of the Association. There shall be easements to and in favor of the Association, and its officers, directors, agents, and designees, in, on and over all Units and Common Elements in the Project for access to the Units, detention basins, drainage facilities, water and sewage disposal systems and other utilities, and the exterior and interior of each of the buildings that is now existing or hereafter constructed within the Project to permit the maintenance, repair, replacement, and/or decoration thereof in accordance with this Master Deed. Each Co-Owner shall be primarily responsible for maintenance of the exterior of all structures and improvements within a Co-Owner's Unit as set forth in Article 4 above. In the absence of performance by the Co-Owner involved, the Association may undertake the maintenance of a Unit or the exterior of structures and improvements and lawn and

landscaping. If such work is performed upon a Unit by the Association, the Co-Owner of the Unit shall reimburse the Association for all costs incurred by the Association 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 2 of the Bylaws. In no event shall the Association be liable for the decoration, maintenance, repair, or replacement of any portion of the interior or exterior of a structure or other improvements on any Unit. There also shall exist easements to and in favor of the Association, and its officers, directors, agents, and designees, in, on and over all Units and Common Elements of the Project for access to and maintenance of those Common Elements of the Project for which the Association may from time to time be responsible.

Section 6.3 Grant of Easements by Association. 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 Condominium for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium, subject, however, to the approval of Developer so long as the Construction and Sales Period has not expired.

Section 6.4 Easements for Maintenance, Repair and Replacement. Developer, the Association and all public or private utility companies shall have such easements as may be necessary over the Condominium including all Units and Common Elements to fulfill any responsibilities of maintenance, repair, decoration or replacement which they or any of them are required or permitted to perform under the Condominium Documents. These easements include, without any implication of limitation, the right of the Association to obtain access during reasonable hours and upon reasonable notice to water meters, sprinkler controls and valves and other Common Elements located within any dwelling on any Unit or any appurtenant Limited Common Elements.

Section 6.5 Roadway and Utility Easements. The Roads in the Condominium are intended to be private roads to be maintained, repaired, replaced, and insured by the Association with the cost of the foregoing to be assessed to the Unit Owners as described in Article 2 of the Bylaws and the owners of units in Legacy Hills shall be assessed a share of the costs of insurance, maintenance, repair and replacement of the Roads through the Association as set forth in the Bylaws. Developer reserves the right at any time during the Construction and Sales Period to grant easements for utilities over, under and across the Condominium to appropriate governmental agencies or public or private utility companies and to dedicate or transfer title of Road rights of way and utilities to state, county or local governments, including a conveyance or dedication of an easement for right of way for roadway purposes. Any such easement or transfer of title may be conveyed by Developer without the consent of any Co-Owner, mortgagee or other person and may be evidenced by an appropriate amendment to this Master Deed and to Exhibit B hereto, recorded in the Livingston County Records. All Co-Owners and mortgagees of Units and other persons interested in the Project from time to time are deemed to have irrevocably and unanimously consented to an amendment or amendments of this Master Deed to affect the foregoing easement or transfer of title. The foregoing rights and powers may be exercised by the Association upon transfer of the Developer's rights and obligations to the Association as set forth herein, and/or after the Transitional Control Date. Developer reserves for itself, its successors and assigns, and all future owners of the land described in Article 2, or any portion or portions thereof, an easement for the unrestricted use of the Roads in the Condominium for the purpose of ingress and egress to and from all or any portion of the land described in Article 2. Developer also reserves easements over all of the Common Elements areas of the Condominium and the land described in Article 2 for the purpose of reasonable access from the Roads to the Units located on the land described in Article 2.

There shall exist for the benefit of the Township or any emergency service agency, an easement over all the Roads in the Condominium, for use by the Township and emergency vehicles for purposes of ingress and egress to provide fire and police protection, ambulance and rescue services and

other lawful governmental or private emergency services to the Condominium Project and Co-Owners and for ingress, egress, operation and maintenance of the sanitary sewer, storm sewer, water main and other public and private utilities such as telephone, gas, electric and cable services. Except to the extent undertaken by the Township or other public authority, the Association shall be responsible for maintenance of road signs in accordance with the Michigan Manual of Uniform Traffic Control Devices, and the Township shall have the authority to enforce all applicable traffic codes and regulations on the Roads of the Condominium.

The Association shall be vested with the power and authority to sign petitions requesting establishment of a special assessment district pursuant to provisions of applicable Michigan statutes for improvement of public Roads within or adjacent to the Condominium premises upon approval by affirmative vote of not less than 51% of the Co-Owners that own Units within the special assessment district.

Section 6.6 Telecommunications Agreements. The Association, acting through its duly constituted Board of Directors and subject to Developer's approval during the Construction and Sales Period, shall have the power to grant such easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, right-of-way agreements, access agreements and multi-unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as may be necessary, convenient or desirable to provide for telecommunications, internet, videotext, broad band cable, satellite dish, earth antenna and similar services (collectively, the "Telecommunications") to the Project or any Unit therein. Notwithstanding the foregoing, in no event shall the Board of Directors enter into any contract or agreement or easement, license or right of entry or do any other act or thing which will violate any provision of any federal, state or local law or ordinance.

In the event that there are any fees or sums paid by any Telecommunications or other company or entity in connection with such service, if any, for the privilege of installing same or sharing periodic subscriber service fees, those fees shall be receipts affecting the administration of the Condominium Project within the meaning of the Act and shall be paid over to and shall be the property of the Association. The Condominium Association may enter into a Bulk Services Agreement for Telecommunications as authorized by the provisions of the Master Deed. A copy of the contract is included in the Purchaser Information Booklet. Any fees received in relation to the Bulk Services Agreement shall be receipts affecting the administration of the Condominium Project as described in this Section.

Section 6.7 Stormwater Drainage Facilities. The Stormwater Drainage Facilities, including easements are established to assure the perpetual functioning of the Stormwater Drainage Facilities across the Project as shown on Exhibit B including areas of easements, surface drainage and detention and detention basins. To maintain the intended function of the Stormwater Drainage Facilities and easements, no modification, use or occupancy of such areas is allowed without the prior written approval of the Developer and the Association. The Association is responsible for maintenance of the Stormwater Drainage Facilities of the Project and the cost of such maintenance, repair and replacement of the Stormwater Drainage Facilities shall be assessed to the Co-Owners of the Units by the Association as described in the Bylaws.

Section 6.8 Utility Easements. Easements for private and public utilities including water mains, storm sewers and sanitary sewers, natural gas, electricity and telecommunication service are reserved and established across the Units, and Common Elements as set forth on Exhibit B. Developer has or may enter into separate easement agreements and dedication with the Township, other governmental authorities or utility companies or other party for sewer, water and utility purposes, the

terms of which are incorporated herein by reference. The Developer further reserves the right at any time to grant easements for utilities over, under and across the Project to facilitate development of the Project and to appropriate governmental agencies, private parties or to utility companies and to transfer title to utilities to governmental agencies or to utility companies. 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 Exhibit B hereto, recorded in the Livingston County Records or the recordings of a separate easement agreement. 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 or recording of a separate easement as may be required to effectuate the foregoing grant of easement or transfer of title. Certain water main and sanitary sewer easements are described on attached Exhibit B.

Section 6.9 Further Rights Reserved for Developer. Developer reserves for the right for itself, the Association, their respective successors and assigns and all Co-Owners of the land described in Article 2, or portion or portions thereof, perpetual easements to use, tap, tie into, extend and enlarge all utility mains located in the Condominium Premises, including, but not limited to water, gas, telephone, electrical, cable television, storm and sanitary sewer mains and appurtenances. Developer further reserves easements over the land described in Article 2 above for the purpose of reasonable access from the Roads to the Units and residences in furtherance of the development of the Project.

Section 6.10 Open Space Areas; Open Space Preservation Easement; Wetlands. The Project contains certain Open Space Areas, including Wetlands, which must be left in their natural state, and may not be altered without approval from Developer, the Association and applicable governmental authorities including the Township of Genoa, EGLE or the relevant governmental authority, except as otherwise described in the Open Space Preservation Easement referred to in Section 3.15 above. Further, the Wetlands may be subject to additional conservation easements with EGLE. There shall be no use or occupancy of the Wetlands without the approval of Developer, the Association and applicable governmental authorities, including EGLE. The Association shall be responsible to ensure preservation of such areas and the General Common Elements as set forth in Article 4, and shall assess the Unit Owners for such costs in accordance with Article 2 of the Bylaws. Co-Owners are prohibited from altering the Wetlands or Open Space Areas contained within the condominium, including within the 50-foot natural features buffer required by the Zoning Ordinance and as shown on the Condominium Subdivision Plan.

Section 6.11 Perimeter Landscape Buffer on Units 1-9, 35-30, and 40-48. As required by the Township and depicted on the Condominium Subdivision Plan, there is a 100-foot (100') perimeter landscape area generally located along the rear of Units 1-9, 35-30, and 40-48, and generally located along the boundary of Condominium to act as a buffer between the Condominium and neighboring residential communities and public roads. Each Co-Owner shall preserve and maintain the portion of the Perimeter Landscape Buffer located on their respective Unit, which such maintenance may include typical landscaping, the planting of trees and vegetation, and typical landscape manicuring and clean-up. Except for the improvements as depicted in the Condominium Subdivision Plan and approved during site plan review, including, but not limited to, underground Storm Water Drainage Facilities, septic systems, and above ground "beehive" catch basins, there shall be no above ground improvements (except landscaping, planting and vegetation) located within the Perimeter Landscape Buffer.

ARTICLE 7.
AMENDMENT

This Master Deed and the Condominium Subdivision Plan (Exhibit B to the Master Deed) may be amended with the consent of sixty-six and two-thirds percent (66 2/3%) of the Co-Owners, except as set forth below:

Section 7.1 Modification of Units or Common Elements. No dimensions of any Unit or its appurtenant Limited Common Elements may be modified in any material manner without the written consent of the Co-Owner, except as otherwise expressly provided in this Master Deed including determining the exact location and dimensions of the Limited Common Elements as set forth in Article 4 above.

Section 7.2 Mortgagees Consent. To the extent required by Section 90a(9) of the Act, wherever a proposed amendment would alter or change the rights of mortgagees generally, then such amendment shall require the approval of sixty-six and two-thirds percent (66 2/3 %) of all first mortgagees of record allowing one vote for each first mortgage held.

Section 7.3 By Developer. Pursuant to Section 90(l) of the Act, Developer hereby reserves the right, on behalf of itself and on behalf of the Association, to amend this Master Deed and the Condominium Documents without approval of any Co-Owner or mortgagee for the purposes of correcting survey or other errors, including building location errors, and for any other purpose unless the amendment would materially alter or change the rights of a Co-Owner and of a mortgagee, in which event Co-Owner and mortgagee consent shall be required as above provided in the introductory paragraph of this Article 7, and in Section 7.2 of this Article, except as otherwise provided in this Article.

Section 7.4 Changes in Percentage of Value; Unit Dimensions. The method or formula used to determine the percentage of value of Units in the Project for other than voting purposes may not be modified without the consent of the affected Co-Owner or Mortgagee. A Co-Owner's Unit dimensions or appurtenant Limited Common Elements may not be modified without the consent of each affected Co-Owner.

Section 7.5 Termination, Vacation, Revocation or Abandonment. The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of all Co-Owners.

Section 7.6 Developer Approval. During the Construction and Sales Period Article 4, Article 5, Article 6, Article 7, Article 8, Article 9, Article 10, Article 11, Article 12 and Article 13 shall not be amended nor shall the provisions thereof be modified by any other amendment to this Master Deed without the written consent of Developer.

Section 7.7 Further Amendment Rights Reserved to Developer. Notwithstanding any contrary provisions of the Master Deed or Bylaws, but subject to the limitations set forth in Section 7.4 above and Section 90(3) of the Act, Developer reserves the right to materially amend the Master Deed or any of its exhibits for the following purposes:

7.7.1 To modify the types and sizes of Units and the General Common Elements and any Limited Common Elements adjoining or appurtenant to Units prior to sale of such Unit to a Co-Owner so long as such modification complies with the requirements of applicable governmental authorities, and does not interfere with adjacent Units or their appurtenant Limited Common Elements which have been sold to a Co-Owner.

7.7.2 To amend the Bylaws subject to any restriction on amendments stated in the Bylaws.

7.7.3 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 Bylaws, or to correct errors in the boundaries or location of improvements.

7.7.4 To clarify or explain the provisions of the Master Deed or Exhibits.

7.7.5 To comply with the Act or rules promulgated thereunder, or any requirements of any governmental or quasi-governmental agency or any financing institution or entity providing mortgage loans for Units to the Condominium.

7.7.6 To make, define or limit easements affecting the Condominium.

7.7.7 To record an "AS BUILT" Condominium Subdivision Plan and/or Consolidating Master Deed and/or designate any improvements shown in Exhibit B as "MUST BE BUILT," subject to any limitations or obligations imposed by the Act.

7.7.8 To convert the Condominium as set forth in Article 8 below.

7.7.9 To contract the Condominium as provided in Article 9 below.

7.7.10 To expand the Condominium as provided in Article 10 below.

7.7.11 To designate certain areas as "Must Be Built" and to withdraw certain areas of the Project pursuant to Article 12 below.

7.7.12 To modify, consolidate or subdivide Units as set forth in Article 11 below.

The amendments described in this Section 7.7 may be made without the consent of Co-Owners or mortgagees. The rights reserved to Developer under this section may not be amended except with the consent of the Developer.

Section 7.8 Notwithstanding anything in this Master Deed or Bylaws, there shall be no amendment to or termination of Article 4, Section 4.3.3 of the Master Deed, or any other provision which affects or limits the rights of the Township as provided within the Master Deed, Exhibit B or Bylaws, without first obtaining Township review and approval of any such amendment.

ARTICLE 8.
CONVERSION OF CONDOMINIUM

The Condominium is established as a convertible condominium in accordance with the provisions of this Article and the Act:

Section 8.1 Convertible Areas. All present and future Common Elements and Units are designated as Convertible Areas and the land area within which Units and Common Elements may be added, removed, expanded and modified and within which Limited Common Elements may be created as provided in this Article ("Convertible Area"). The Developer reserves the right, but not the obligation, to convert all or any portion of the Convertible Areas, subject to the terms and conditions of the PUD Agreement. The maximum number of Units that may be created in the Project as it may be converted is 55 Units. All Units shall be used for residential purposes. All structures and improvements within the Convertible Areas of the Condominium shall be compatible with residential uses and with the structures and improvements on other portions of the Project, as determined by Developer in its sole discretion.

Section 8.2 Right to Convert. The Developer, subject to the PUD Agreement, reserves the right, in its sole discretion, during a period ending six years from the date of recording this Master Deed, to modify the number, size, location, and configuration of any Unit that it owns or Common Elements in the Condominium, and to make corresponding changes to the Common Elements or to create General or Limited Common Elements or Units within the Convertible Area and to designate Common Elements that

may subsequently be assigned as Limited Common Elements. Provided, however, no portion of any Unit owned by a Co-Owner other than Developer shall be converted without such Co-Owner's consent.

Section 8.3 Restrictions on Conversion. All improvements constructed or installed within the Convertible Areas described above shall be restricted exclusively to those compatible with residential use and the PUD Agreement. There are no other restrictions upon such improvements except as stated in this Article and those which are imposed by state law, local ordinances or building authorities. The extent to which any change in the Convertible Areas is compatible with the original Master Deed is not limited by this Master Deed but lies solely within the discretion of Developer, subject only to the requirements of local ordinances and building authorities, including the Township.

Section 8.4 Consent Not Required. The consent of any Co-Owner shall not be required to convert the Convertible Areas except as provided in Section 8.2 above. All of the Co-Owners and mortgagees and other persons interested or to become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such conversion of the Convertible Areas and any amendment or amendments to this Master Deed to effectuate the conversion and to any reallocation of Percentages of Value of existing Units which Developer may determine necessary in connection with such amendment or amendments. All such interested persons irrevocably appoint the Developer or its successors, 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. Such amendments may be effected without the necessity of re-recording the entire Master Deed or the Exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto. Nothing herein contained, however, shall in any way obligate Developer to convert the Convertible Areas. These provisions give notice to all Co-Owners, mortgagees and other persons acquiring interests in the Condominium that such amendments of this Master Deed may be made and recorded, and no further notice of such amendments shall be required.

Section 8.5 Amendment to Master Deed. All modifications to Units and Common Elements made pursuant to this Article shall be given effect by appropriate amendments to this Master Deed in the manner provided by law, which amendments shall be prepared by and at the discretion of the Developer and in which the percentages of value set forth in Article 5 hereof shall be proportionately readjusted, if the Developer deems it to be applicable, in order to preserve a total value of 100% for the entire Condominium resulting from such amendments to this Master Deed. The precise determination of the readjustments in percentages of value shall be made within the sole judgment of Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the original method and formula described in Article 5 of this Master Deed. Such amendments to the Master Deed shall also contain such further definitions and redefinition of General or Limited Common Elements as may be necessary to adequately describe and service the Units and Common Elements being modified by such amendments. In connection with any such amendments, Developer shall have the right to change the nature of any Common Element previously included in this Condominium for any purpose reasonably necessary to achieve the purposes of this Article.

ARTICLE 9.
CONTRACTION OF CONDOMINIUM

Section 9.1 Withdrawal of Land. Developer unconditionally reserves the right to withdraw from the Condominium any portion of the land described in Article 2 and any Convertible and Contractible Area described in Article 8 when and if Developer in its sole discretion determines that development of the Condominium would be best served by so contracting the Condominium, subject to the terms of the PUD Agreement, the final approved site plan for the Condominium. The withdrawal of such land pursuant to this Article 9 shall be effected by an amendment of the Master Deed as provided in Section 9.3 below. Provided, however, the consent of any Unit owner to the contraction of such Owner's

Unit or Common Elements shall be obtained prior to contraction of a Unit owned by an Owner other than Developer. Any land withdrawn shall be considered an Area of Future Development which may be re-incorporated under Article 10 below.

Section 9.2 Restrictions on Contraction. Except for the provisions of the PUD Agreement, there are no restrictions on Developer's right to contract the Condominium except as provided in this Article 9.

Section 9.3 Consent Not Required. The consent of any Co-Owner shall not be required to contract the Condominium or to dedicate the Roads and road right-of-ways to public use except as set forth in Section 9.1. All of the Co-Owners and mortgagees and other persons interested or to become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to contraction of the Condominium and any amendment or amendments to this Master Deed to effectuate the contraction. All such interested persons irrevocably appoint the Developer or its successors, 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. Such amendments may be effected without the necessity of re-recording an entire Master Deed or the Exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto. These provisions give notice to all Co-Owners, mortgagees and other persons acquiring interests in the Condominium that such amendments of this Master Deed may be made and recorded, and no further notice of such amendment shall be required.

Section 9.4 Redefinition of Common Elements. The amendment or amendments to the Master Deed contracting the Condominium shall also contain such further definitions and redefinition of General Common Elements or Limited Common Elements and maintenance responsibilities as may be necessary adequately to describe, serve and provide access to the Project as reduced and otherwise comply with agreements and requirements of applicable governmental authorities for development of the Condominium. In connection with any such amendment(s), Developer shall have the right to change the nature of any Common Element or easement previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article 9.

Section 9.5 Consolidating Master Deed. A Consolidating Master Deed may be recorded pursuant to the Act when the Project is finally concluded as determined by Developer in order to incorporate into one set of instruments all successive stages of development. The Consolidating Master Deed, when recorded, and as above provided in Section 3.9, shall supersede the previously recorded Master Deed and all amendments thereto.

ARTICLE 10.
EXPANSION

Section 10.01 Area of Future Development. The Project established pursuant to the initial Master Deed consists of 55 Units. However, if the Condominium is contracted under Article 9 above, any area withdrawn shall be deemed an Area of Future Development under Article 10 and the Act.

Section 10.02 Increase in Number of Units; Subject to Township Approval. Subject to any approvals required from the Township under any applicable ordinances, the PUD Agreement, or agreements and as required under Section 10.08 below and any other provisions of this Master Deed notwithstanding, the number of Units in the Project may, at the option of Developer from time to time, with a period ending no later than six (6) years from the date of recording of this Master Deed, be expanded to include all of or any portion of the Area of Future Development (the "Area of Future Development") and the establishment of Units thereon. The location, nature, appearance, design (interior and exterior) and structural components of the dwellings and other improvements to be constructed within

the Area of Future Development shall be determined by Developer in its sole discretion subject only to approval by the Township, but all such improvements shall be reasonably compatible with the existing Units in the Project, as determined by Developer in its sole discretion. No Unit shall be created within the Area of Future Development that is not restricted exclusively to residential use. Developer reserves the right to create easements within the initial Project for the benefit of any Area of Future Development and adjacent properties.

Section 10.03 Re-Expansion Not Mandatory. Developer is not obligated to enlarge the Condominium Project beyond the initial Project area established by this Master Deed and Developer may, in its discretion, subject only to the provisions of the PUD Agreement, the final approved site plan for the Condominium, establish all or a portion of the Area of Future Development, if any, as a separate condominium project (or projects) or any other form of development. There are no restrictions on the election of Developer to expand the Project other than as explicitly set forth herein. There is no obligation on the part of Developer to add to the Condominium Project all or any portion of the Area of Future Development described in this Article nor is there any obligation to add portions thereof in any particular order or to construct particular improvements in any specific location. Developer has reserved easements over the Project for the benefit of the property described in Section 10.1 above regardless of whether the Area of Future Development is added to the Condominium. Developer may create Common Elements within the Area of Future Development. The nature of the General or Limited Common Elements to be added is within the exclusive discretion of the Developer.

Section 10.04 Amendment to Master Deed and Modification of Percentages of Value. Re-Expansion of the Condominium shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the discretion of Developer and shall provide that the percentages of value, to the extent appropriate, set forth in Article 5 above shall be proportionately readjusted in order to preserve the total value of one hundred (100%) percent for the entire Project resulting from such amendment or amendments to this Master Deed. The precise determination of such readjustment shall be in the sole judgment of Developer. Such readjustment, however, shall reflect a continuing reasonable relationship among percentages of value based upon the original method of determining percentages of value for the Project.

Section 10.05 Redefinition of Common Elements. Such amendment or amendments to the Master Deed shall also contain such further definitions and redefinitions of General Common Elements or Limited Common Elements and maintenance responsibilities as may be necessary adequately to describe, serve and provide access to the Project as expanded, or to the additional parcel or parcels added to the Project by such amendment and otherwise comply with agreements and requirements of applicable governmental authorities for development of the Condominium. In connection with any such amendment(s), Developer shall have the right to change the nature of any Common Element or easement previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article 10.

Section 10.06 Consolidating Master Deed. A Consolidating Master Deed may be recorded pursuant to the Act when the Project is finally concluded as determined by Developer in order to incorporate into one set of instruments all successive stages of development. The Consolidating Master Deed, if and when recorded, and as above provided in Section 3.9 above, shall supersede the previously recorded Master Deed and all amendments thereto.

Section 10.07 Consent of Interested Parties. 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 to this Master Deed to effectuate the purpose and intent of Article 10 and to any 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. Such amendment may be effected without the necessity of recording the entire Master Deed or the Exhibits hereto and may incorporate by reference all or any pertinent portions of this Master Deed and Exhibits.

ARTICLE 11.
SUBDIVISION, CONSOLIDATION, MODIFICATION

Section 11.1 Modification of Units. Subject to the terms and provisions of the PUD Agreement, the final approved site plan for the Condominium, Developer may, in its sole discretion, and without obtaining the consent of any person whatsoever (including Co-Owners and mortgagees of Units), during the Construction and Sales Period, modify the size, boundaries, location, and configuration of Units it owns and appurtenant Common Elements, subject to the requirements of any governmental authority having jurisdiction over the Project. Any modifications by Developer in accordance with the terms of this Section 11.1 shall take effect upon the recordation of an amendment to the Master Deed. In addition, Developer may, in connection with any such amendment, readjust the Percentage of Value for all Units to reflect the Unit or Common Element modifications, based upon the method by which Percentage of Value was originally determined for the Project. All of the Co-Owners and mortgagees of Units and all other persons now or hereafter interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to any amendment or amendments to this Master Deed recorded by Developer to effectuate the purposes of this Section 11.1 and, subject to the limitations set forth herein, to any proportionate reallocation of Percentage of Value of existing Units which Developer determines are necessary in conjunction with any such amendments, subject to Article 7 of this Master Deed, including Section 7.4. Subject to the foregoing, all such interested persons irrevocably appoint Developer as agent and attorney-in-fact for the purpose of executing such amendments to the Master Deed and all other documents necessary to effectuate the foregoing.

Section 11.2 Consolidation or Relocation of Units. During the Construction and Sales Period, Developer may, in its sole discretion, and without the consent of any other person whatsoever (including Co-Owners and mortgagees of Units), consolidate under single ownership two (2) or more Units it owns which are located adjacent to one another, and/or relocate any boundaries between adjoining Units, subject to the requirements of any governmental authority having jurisdiction over the Project, and further subject to Article 7 of this Master Deed, including Section 7.4. Developer shall give effect to the consolidation of Units or the relocation of Unit boundaries by amending this Master Deed with one or more amendments prepared by and at the sole discretion of Developer in the manner provided by law. Any amendment that consolidates or relocates the boundaries between Units shall identify the consolidated or relocated Unit(s) by number, any withdrawn Units and, when appropriate, the Percentage of Value as set forth herein for the consolidated or relocated Unit(s) shall be proportionately allocated among the adjusted Condominium Units in order to preserve a total value of one hundred (100%) percent for the entire Project following such amendment or amendments to this Master Deed. Developer shall determine, in its sole discretion, any such readjustment of the Percentage of Value, provided that such readjustments shall reflect a continuing reasonable relationship among Percentage of Value based upon the original method of determining Percentage of Value for the Project. Any such amendment or amendments to the Master Deed shall also contain such further definitions of Common Elements as may be necessary to adequately describe the Units in the Condominium Project as modified. All of the Co-Owners and mortgagees of Units and all other persons now or hereafter interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to any amendment or amendments to this Master Deed recorded by Developer to effectuate the purposes of this Section 11.2, subject to the limitations set forth herein, and to any proportionate reallocation of Percentage of Value of Units which Developer determines are necessary in connection with any such amendments. All such

interested persons irrevocably appoint Developer as agent and attorney-in-fact for the purpose of executing such amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Any such amendments may be accomplished without re-recording the entire Master Deed or its exhibits.

ARTICLE 12.
FURTHER RIGHTS OF WITHDRAWAL

In addition to Developer's rights of contraction set forth in Article 9 above, pursuant to Section 67(3) of the Act, Developer is entitled to certain additional rights to withdraw land from the Project if and to the extent determined by Developer pursuant to Section 67(3) of the Act. Any such areas withdrawn shall be automatically granted easements for utility and access purposes as set forth in the Act.

ARTICLE 13.
ASSIGNMENT

Any or all of the rights and powers granted or reserved to 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.

Dated: _____, 2025

[*signature on following page*]

DEVELOPER:

Pulte Homes of Michigan LLC, a Michigan limited liability company

By:_____
Christopher Plumb
Its: Vice President of Finance

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

On this _____ day of _____, 2025, the foregoing Master Deed was acknowledged before me by Christopher Plumb, Vice President of Finance of Pulte Homes of Michigan LLC, a Michigan limited liability company, on behalf of such company.

_____
_____, Notary Public
_____ County, Michigan
Acting in Oakland County
My Commission Expires: _____

PREPARED BY AND RETURN TO:
Alexandra E. Dieck
Bodman PLC
201 S. Division Street, Suite 400
Ann Arbor, Michigan 48104

Applicant shall ensure the all conditions of conceptual approval from the Township Board has been incorporated in the bylaws such as water softener discharge requirements, use of fertilizers and tree removal penalties.

EXHIBIT A

BYLAWS

LEGACY HILLS

TABLE OF CONTENTS

SECTION PAGE

ARTICLE 1 ASSOCIATION OF CO-OWNERS 1

ARTICLE 2 ASSESSMENTS 1

Section 2.1 Assessments for Common Elements 1

Section 2.2 Determination of Assessments 1

Section 2.3 Apportionment of Assessments and Penalty for Default. 2

Section 2.4 Waiver of Use or Abandonment of Unit. 3

Section 2.5 Enforcement 3

Section 2.6 Liability of Mortgagee.. 4

Section 2.7 Developer's Responsibility for Assessments; Interim Funding and Developer Advance to Association. 4

Section 2.8 Property Taxes and Special Assessments; Special Assessment District for Roads. 6

Section 2.9 Personal Property Tax and Special Tax Assessment of Association Property. 6

Section 2.10 Construction Lien 6

Section 2.11 Statements as to Unpaid Assessments. 6

ARTICLE 3 ARBITRATION/JUDICIAL ACTIONS AND CLAIMS 6

Section 3.1 Scope and Election. 6

Section 3.2 Judicial Relief. 7

Section 3.3 Election of Remedies 7

Section 3.4 Judicial Claims and Actions 7

ARTICLE 4 INSURANCE 10

Section 4.1 Extent of Coverage. 10

Section 4.2 Authority of Association to Settle Insurance Claims. 11

Section 4.3 Responsibility of Co-Owners. 11
Section 4.4 Waiver of Right of Subrogation. 11
Section 4.5 Indemnification. 12
ARTICLE 5 RECONSTRUCTION OR REPAIR 12
Section 5.1 Determination to Reconstruct or Repair. 12
Section 5.2 Repair in Accordance with Master Deed. 12
Section 5.3 Co-Owner Responsibility for Repair. 12
Section 5.4 Association Responsibility for Repair. 13
Section 5.5 Timely Reconstruction and Repair. 13
Section 5.6 Eminent Domain. 13
Section 5.7 Notification of FNMA or FHLMA. 14
Section 5.8 Priority of Mortgagee Interests. 14
ARTICLE 6 RESTRICTIONS/ARCHITECTURAL CONTROL 14
Section 6.1 Land And Building Use Restrictions. 14
Section 6.2 Dwelling Quality And Size; Anti-Monotony. 14
Section 6.3 Building Location. 14
Section 6.4 Unit Size 14
Section 6.5 Driveways. 15
Section 6.6 Natural Drainage Ways. 15
Section 6.7 Building Materials. 15
Section 6.8 Home Occupations and Nuisances 15
Section 6.9 Plant Diseases or Noxious Insects. 15
Section 6.10 Damaged Dwellings and Reconstruction. 15
Section 6.11 Soil Removal 16
Section 6.12 Underground Wiring. 16

Section 6.13 Maintenance of Side Strips. 16
Section 6.14 Tree Removal. 16
Section 6.15 Performance of Construction. 16
Section 6.16 Vehicular Parking and Storage. 16
Section 6.17 Garbage and Refuse. 16
Section 6.18 Landscaping and Grass Cutting. 16
Section 6.19 Swimming Pools, Tennis Courts And Other Structures. 17
Section 6.20 Signs. 17
Section 6.21 Objectionable Sights. 17
Section 6.22 Maintenance. 17
Section 6.23 Real Estate Sales Office. 17
Section 6.24 Open Space Areas; Open Space Preservation Easement; Wetlands. 17
Section 6.25 Perimeter Landscape Buffer on Units 1-9, 35-30, and 40-48.. 18
Section 6.27 Leasing and Rental. 18
Section 6.28 Architectural Controls. 20
Section 6.29 Submission of Plans and Plan Approval. 20
Section 6.30 Architectural Control Committee. 21
Section 6.31 Changes in Common Elements. 21
Section 6.32 Rules and Regulations 21
Section 6.33 Right of Access of Association. 21
Section 6.34 General Common Element and Easement Maintenance. 21
Section 6.35 Co-Owner Maintenance. 21
Section 6.36 Reserved Rights of Developer 22
Section 6.37 Unsightly Conditions. 22
Section 6.38 Temporary Structures 22

Section 6.39 Animals or Pets. 23
Section 6.40 Refuse and Stored Materials. 23
Section 6.41 Mailboxes....23
Section 6.42 Solar Panels....23
Section 6.43 Television Antenna and Similar Devices....23
Section 6.44 Decks; Air Conditioning Units. 23
Section 6.45 Fences and Walls, Dog Runs. 23
Section 6.46 Public Utilities. 24
Section 6.47 Vehicles, Motorcycles and Snowmobiles. 24
Section 6.48 Basketball Hoops and Play Areas. 24
Section 6.49 Department of Veterans Affairs Financing....24
Section 6.50 Planned Unit Development Agreement.. 25
Section 6.51 Special Assessment District for Roads. 25
Section 6.52 Wells 25
ARTICLE 7 MORTGAGES....25
Section 7.1 Notice to Association. 25
Section 7.2 Insurance. 25
Section 7.3 Notification of Meetings. 25
ARTICLE 8 VOTING 26
Section 8.1 Vote. 26
Section 8.2 Eligibility to Vote. 26
Section 8.3 Designation of Voting Representative. 26
Section 8.4 Quorum. 26
Section 8.5 Voting. 26
Section 8.6 Majority....26

ARTICLE 9 MEETINGS 27
Section 9.1 Place of Meeting. 27
Section 9.2 First Annual Meeting. 27
Section 9.3 Annual Meetings. 27
Section 9.4 Special Meetings. 27
Section 9.5 Notice of Meetings. 27
Section 9.6 Adjournment. 28
Section 9.7 Order of Business. 28
Section 9.8 Action Without Meeting. 28
Section 9.9 Consent of Absentees. 28
Section 9.10 Minutes, Presumption of Notice. 28
ARTICLE 10 ADVISORY COMMITTEE 28
ARTICLE 11 BOARD OF DIRECTORS 29
Section 11.1 Number and Qualification of Directors. 29
Section 11.2 Election of Directors 29
Section 11.3 Powers and Duties 30
Section 11.4 Other Duties. 30
Section 11.5 Management Agent. 31
Section 11.6 Vacancies. 31
Section 11.7 Removal. 32
Section 11.8 First Meeting. 32
Section 11.9 Regular Meetings. 32
Section 11.10 Special Meetings. 32
Section 11.11 Waiver of Notice. 32
Section 11.12 Quorum. 32

Section 11.13 First Board of Directors. 33
Section 11.14 Fidelity Bonds. 33
ARTICLE 12 OFFICERS 33
Section 12.1 Officers. 33
Section 12.2 Election. 33
Section 12.3 Removal. 33
Section 12.4 Duties. 33
Section 12.5 Electronic, Digital and Telephonic Participation. 34
ARTICLE 13 SEAL 34
ARTICLE 14 FINANCE 34
Section 14.1 Records. 34
Section 14.2 Fiscal Year. 34
Section 14.3 Bank. 34
ARTICLE 15 INDEMNIFICATION OF OFFICERS AND DIRECTORS 34
ARTICLE 16 AMENDMENTS 35
Section 16.1 By Developer 35
Section 16.2 Proposal 35
Section 16.3 Meeting 35
Section 16.4 Voting 35
Section 16.5 Effective Date of Amendment 35
Section 16.6 Binding Effect 35
ARTICLE 17 COMPLIANCE 36
ARTICLE 18 DEFINITIONS 36
ARTICLE 19 REMEDIES FOR DEFAULT 36
Section 19.1 Legal Action 36

Section 19.2 Recovery of Costs. 36
Section 19.3 Removal and Abatement. 36
Section 19.4 Assessment of Fines. 36
Section 19.5 Collection. 37
Section 19.6 Developer Exempt from Fines. 37
Section 19.7 Non-Waiver of Right. 37
Section 19.8 Cumulative Rights, Remedies and Privileges. 37
Section 19.9 Enforcement of Provisions of Condominium Documents. 37
ARTICLE 20 RIGHTS RESERVED TO DEVELOPER 37
ARTICLE 21 SEVERABILITY 38

ARTICLE 1
ASSOCIATION OF CO-OWNERS

Legacy Hills, a residential site Condominium Project located in the Township of Genoa, Livingston County, Michigan, shall be administered by the Legacy Hills Condominium Association, an organization of Co-Owners which is a non-profit corporation (the "Association"), organized under the applicable laws of the State of Michigan, and responsible for the management, maintenance, operation and administration of the Common Elements, easements and affairs of the Condominium in accordance with the Condominium Documents and the laws of the State of Michigan. These Bylaws shall constitute both the Bylaws referred to in the Master Deed and required by Section 3(9) of the Michigan Condominium Act, as amended, (the "Act") and the Bylaws of the Association provided for under the Michigan Non-profit Corporation Act. Each Co-Owner shall be entitled to membership and no other person or entity shall be entitled to membership in the Association. The share of a Co-Owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to the Co-Owner's Unit. The Association shall keep current copies of the Master Deed, all amendments to the Master Deed, and other Condominium Documents for the Condominium available at reasonable hours to Co-Owners, prospective purchasers and prospective mortgagees of Units in the Condominium. All Co-Owners in the Condominium and all persons using or entering upon or acquiring any interest in any Unit or the Common Elements of the Project shall be subject to the provisions and terms set forth in Condominium Documents.

ARTICLE 2
ASSESSMENTS

All expenses arising from the management, administration and operation of the Association in pursuance of its authorizations and responsibilities as set forth in the Condominium Documents and the Act shall be levied by the Association against the Units and the Co-Owners in accordance with the following provisions:

Section 2.1 Assessments for Common Elements. All costs incurred by the Association in satisfaction of any improvement or maintenance costs or liability arising within, caused by, or connected with the Common Elements and easements for which the Association has improvement, repair, reconstruction, insurance or maintenance responsibility or the administration of the Condominium Project and charges relating to insurance, repairs, improvement, reconstruction or maintenance of the Common Elements and easement areas of the Condominium shall constitute expenditures affecting the administration of the Project, and shall be billed to the Co-Owners as set forth in the Master Deed and Bylaws, and all sums received as the proceeds of, or pursuant to, any policy of insurance securing the interest of the Co-Owners against liabilities or losses arising within, caused by, or connected with the Common Elements or the administration of the Condominium Project shall constitute receipts affecting the administration of the Condominium Project, within the meaning of Section 54(4) of the Act.

Section 2.2 Determination of Assessments. Assessments shall be determined in accordance with the following provisions:

2.2.1 Budget and General Assessments. The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. An adequate reserve fund for maintenance, repairs and replacement of those Common Elements that must be replaced on a periodic basis shall be established in the budget and must be funded by regular monthly, annual, or other periodic assessment payments as determined by the Board of Directors, rather than by special assessments. At a minimum, the reserve fund shall be equal to ten percent (10%) of the Association's

current annual budget on a noncumulative basis. Each Co-Owner shall be subject to charges and assessments as may be required to maintain such minimum reserve fund. Under the Act, and rules promulgated under the Act, until the Transitional Control Date, Developer has no obligation to contribute to, or otherwise fund the reserve fund separate from its obligation to pay its proportionate share of costs as set forth in Section 2.7.2 below. In addition, at the closing of a Co-Owner's purchase of a Unit from the Developer, such Co-Owner shall pay to the Association (a) a prorated portion of the annual assessment due for the Unit for the remainder of the year, and (b) an additional one-time amount equal to one year of annual assessments as an initial capital contribution to fund the Association's working capital contributed by Co-Owners at Unit closings ("working capital"). Working capital is separate from the reserve fund and shall be used to cover all expenses required for proper operation, management and maintenance of the Condominium. Working capital is to be used consistent with good project management and accounting practices and need not be maintained intact at all times. The Association may also charge a new home administration fee. Since the minimum standard required by this subparagraph may prove to be inadequate for this particular Project, the Association 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 from time to time. Upon adoption of an annual budget by the Board of Directors, copies of the budget shall be delivered to each Co-Owner and the periodic assessment for said year shall be established based upon said budget, although the failure to deliver a copy of the budget to each Co-Owner shall not affect or in any way diminish the liability of any Co-Owner for any existing or future periodic assessments. Should the Board of Directors at any time determine, in the sole discretion of the Board of Directors, that the periodic assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium, to provide replacements of existing Common Elements, to provide additions to the Common Elements not exceeding Ten Thousand ($10,000) Dollars or that an event of emergency exists, the Board of Directors shall have the authority to increase the general periodic assessment or to levy such additional assessment or assessments as it shall deem to be necessary. The Board of Directors also shall have the authority, without Co-Owner or Mortgagee consent, to levy assessments pursuant to the provisions of Section 5.4 of these Bylaws. The discretionary authority of the Board of Directors to levy assessments pursuant to this subparagraph shall rest solely with the Board of Directors for the benefit of the Association and the members thereof, and shall not be enforceable by any creditors of the Association or the members thereof. The Roads serving the Condominium shall be private roads and all expenses of insurance, maintenance, repair and replacement of the private roads shall be paid by the Association. In establishing an annual budget for each fiscal year and the reserve fund, the Board of Directors of the Association shall consider future costs of maintenance, repair and replacement of the private roads.

2.2.2 Special Assessments. Special assessments, in addition to those required in subparagraph 2.2.1 above, may be made by the Board of Directors from time to time and approved by the Co-Owners as hereinafter provided to meet other needs or requirements of the Association, including, but not limited to: (1) assessments for additions to the Common Elements or costs exceeding Ten Thousand ($10,000) Dollars for the entire Condominium Project per year, (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 2.5.2 hereof, (3) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this subparagraph 2.2.2 (but not including those assessments referred to in subparagraph 2.2.1 above, which shall be levied in the sole discretion of the Board of Directors) shall not be levied without the prior approval of more than sixty percent (60%) of all Co-Owners. The authority to levy assessments pursuant to this subparagraph is solely for the benefit of the Association and the members thereof and shall not be enforceable by any creditors of the Association or of the members thereof.

Section 2.3 Apportionment of Assessments and Penalty for Default. Unless otherwise provided herein or in the Master Deed, all assessments levied against the Co-Owners (other than the Developer) to cover expenses of administration shall be apportioned among and paid by the Co-Owners in

accordance with the percentage of value allocated to each Unit in Article 5 of the Master Deed, without increase or decrease for the existence of any rights to the use of any Limited Common Elements appurtenant to a Unit. Annual assessments as determined in accordance with subsection 2.2.1 above shall be payable by Co-Owners annually unless otherwise determined by the Board of Directors, commencing with acceptance of a deed to a Unit or a land contract vendee's interest in a Unit, or with the acquisition of fee simple title to a Unit by any other means. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment.

Each installment in default for ten (10) or more days shall bear interest from the initial due date thereof at the rate of seven percent (7%) per annum until each installment is paid in full. The Association may, pursuant to Article 19, Section 19.4, levy fines for the late payment in addition to such interest. Each Co-Owner (whether one or more persons) shall be, and remain, personally liable for the payment of all assessments (including fines for late payment and costs of collection and enforcement of payment) pertinent to such Co-Owner's Unit which may be levied while such Co-Owner is the Owner thereof, except a land contract purchaser from any Co-Owner including from Developer shall be so personally liable and such land contract seller shall not be personally liable for all such assessments levied up to and including the date upon which such land contract seller actually takes possession of the Unit following extinguishment of all rights of the land contract purchaser in the Unit. Payments on account of installments of assessments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including reasonable attorneys' fees; second, to any interest charges and fines for late payment on such installments; and third, to installments in default in order of their due dates.

Section 2.4 Waiver of Use or Abandonment of Unit. No Co-Owner is exempt from liability for contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of the Co-Owner's Unit.

Section 2.5 Enforcement

2.5.1 Remedies. In addition to any other remedies available to the Association, the Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the statutory lien and the lien created by the Condominium Documents that secures payment of assessments. In the event of default by any Co-Owner in the payment of any installment of the annual assessment levied against such Co-Owner's 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 also may discontinue the furnishing of any utilities or other services to a Co-Owner in default upon seven (7) days' written notice to such Co-Owner of the Association's intention to do so. A Co-Owner in default shall not be entitled to utilize any of the General Common Elements of the Project and shall not be entitled to vote at any meeting of the Association so long as such default continues; provided, however, this provision shall not operate to deprive any Co-Owner of ingress or egress to and from such Co-Owner's Unit. 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 such Co-Owner. All of these remedies shall be cumulative and not alternative and shall not preclude the Association from exercising such other remedies as may be available at law or in equity.

2.5.2 Foreclosure Proceedings. Each Co-Owner, and every other person who from time to time has any interest in the Project, shall be deemed to have granted to the Association the unqualified right to elect to foreclose the lien securing payment of assessments either by judicial action or by advertisement. 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. Further, each Co-Owner and every other person who from time to time has any interest in the Project 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(s) is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. Each Co-Owner of a Unit in the Project acknowledges that at the time of acquiring title to such Unit such Co-Owner was notified of the provisions of this subparagraph and that the Co-Owner 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.

2.5.3 Notice of Action. Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of ten (10) days after mailing, by first class mail, postage prepaid, addressed to the delinquent Co-Owner(s) at the last known address of such Co-Owner(s), a written notice that one or more installments of the general periodic or special assessment levied against the pertinent Unit is or are delinquent and that the Association may invoke any of its remedies hereunder. Such written notice shall be accompanied by a written affidavit of an authorized representative of the Association that sets forth (1) the affiant's capacity to make the affidavit, (2) the statutory and other authority for the lien, (3) the amount outstanding (exclusive of interest, costs, attorneys' fees and future assessments), (4) the legal description of the subject Unit(s), and (5) the name(s) of the Co-Owner(s) of record. If the delinquency is not cured within the ten-day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law.

2.5.4 Expenses of Collection. 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 such Co-Owner's Unit.

Section 2.6 Liability of Mortgagee. Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering any Unit in the Project which comes into possession of the Unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue prior to the time such holder comes into possession of the Unit (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Units including the mortgaged Unit and except for assessments that have priority over the first mortgage as provided in Section 108 of the Act).

Section 2.7 Developer's Responsibility for Assessments; Interim Funding and Developer Advance to Association. The Developer of the Condominium, although a member of the Association, shall not be responsible at any time for payment of the Association assessments during the Construction and Sales Period.

2.7.1 Developer Obligations for Expenses; Developer Owned Units. Developer, however, shall at all times (i) pay all expenses of maintaining the Units that it owns as its sole cost and expense, and (ii) a proportionate share of all current expenses of operation of the Association (being separate from the usual costs of maintenance, repair and replacement of the Common Elements) actually incurred by the Association from time to time ("Developer's Actual Unit Operation Costs"), thus excluding (x) all expenses related to maintenance and use of the Units not owned by Developer in the Project, and (y) other improvements constructed within or appurtenant to the Units that are not owned by Developer. In no event shall Developer be responsible for payment of any assessments for deferred maintenance, reserves

for replacement, for capital improvements or other special assessments all of which are specifically excluded from Developer's Actual Unit Operation Costs.

2.7.2 Proportionate Share; Ratio. For purposes of this subsection, Developer's Actual Unit Operation Costs shall be based upon the ratio of Units owned by Developer at the time the expense is incurred to the total number of Units then in the Project. For the purpose of calculations the ratio of Developer Owned Units are counted as to those developments in the Condominium Project owned by the Developer as of the first day of each month (i.e., Units incorporated after the first day in the month are not counted for the purpose of establishing the ratio). Initial contributions to reserves and working capital contributions collected from Co-Owners at Unit closings shall be held by the Association and allocated in the following manner until at least the Transitional Control Date (after which the Board of Directors may reallocate such funds as it deems appropriate: (a) Seventy-five percent (75%) of the Co-Owners initial working capital contribution shall be held and used separate from the reserve fund and shall be used for all expenses required for proper operation, management and maintenance of the Condominium and may be used without required replenishment to assist with cash flow needs or any other purpose; and (b) twenty five (25%) percent of the Co-Owner's initial reserve contribution shall be deposited into the reserve fund. Prior to the Transitional Control Date, Developer shall have no obligation to fund or otherwise contribute to any reserve fund including but not limited to reserves for future capital improvements, maintenance, repair or replacement of the General Common Elements. Notwithstanding the foregoing, nothing contained in this Section 2.7.2 shall eliminate Developer's obligation under Rule 559.511(3).

2.7.3 Interim Funding. If with respect to the period commencing on the date of recording of the Master Deed and ending prior to Transitional Control Date, the amount of Association assessments assessed to the Units (as opposed to actually paid) plus any working capital contributions or other initial contributions made to the Association under the terms of any purchase agreements between an individual Co-owner and the Developer which have not been otherwise separately segregated into capital reserves, is less than Association expenses of administration actually incurred during that period, then the Developer shall have no obligation to pay the difference. Prior to the Transitional Control Date, Developer shall have no obligation to fund any potential shortfall in either the working capital or reserve fund portions of the budget except in relation to Developer's Actual Unit Operation Costs set forth in Section 2.7.2. and as set forth in Section 2.7.4. below. In the event that the expenses of administration exceed the working capital and assessment collections from Co-owners as budgeted, the Association shall re-assess the budget and determine if a special assessment is required to fund the shortfall, or if a portion of the reserve fund must be utilized to cover the shortfall in administrative costs for the period prior to the Transitional Control Date.

2.7.4 Developer Advanced Funds; No Obligation. In the event of a shortfall, Developer may from time to time prior to the Transitional Control Date advance funds to the Association to be used by the Association to pay its expenses of administration ("Advanced Funds"), however Developer is under no obligation to do so.

2.7.5 Final Accounting; Settlement. A final accounting and settlement ("Final Accounting") of the amount, if any, owed by Developer to the Association for Developer's Actual Unit Maintenance Costs under this Section shall be in made as soon as practical after the Transitional Control Date but in any event no later than 90 days after the Transitional Control Date. Otherwise any claims based on an accounting between Developer and the Association for the Developer's Actual Unit Operation Costs under this Section shall be deemed waived by Developer and the Association. If, and only to the extent that the Final Accounting determines that the Advanced Funds, if any, are less than the amount owed by the Developer to the Association pursuant to this Section, the Developer shall pay the difference to the Association. If, and only to the extent that the Final Accounting determines that the Advanced Funds, if any, exceed the amount owed by the Developer to the Association pursuant to this Section then the Association shall pay such excess to the Developer.

Section 2.8 Property Taxes and Special Assessments; Special Assessment District for Roads. All property taxes and special assessments levied by any public taxing authority shall be assessed in accordance with Section 131 of the Act. By taking title to a Unit in the Condominium, each Co-Owner acknowledges and agrees that the Association shall be vested with full power and authority to obligate all Co-Owners to participate in a special assessment district in relation to maintenance of the Roads, sign petitions requesting said special assessment, and consider and otherwise act on all assessment issues on behalf of the Association and all Co-Owners; provided that, prior to signature by the Association on a petition for improvement, the desirability of said improvement shall be approved by an affirmative vote of not less than fifty-one percent (51%) of all Co-Owners. No consent of mortgagees shall be required for approval of said improvement.

Section 2.9 Personal Property Tax and Special Tax Assessment of Association 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 2.10 Construction Lien. A construction lien otherwise arising under Act No. 497 of the Michigan Public Acts of 1980, as amended, shall be subject to Section 132 of the Act.

Section 2.11 Statements as to Unpaid Assessments. The purchaser of any Unit may request a statement of the Association as to the amount of any unpaid Association assessments thereon, whether regular or special and Related Costs described below. Upon written request to the Association accompanied by a copy of the executed purchase agreement pursuant to which the purchaser holds the right to acquire a Unit, the Association shall provide a written statement of such unpaid assessments and Related Costs as may exist or a statement that none exists, which statement shall be binding upon the Association for the period stated therein. The written statement from the Association shall also disclose the amount of interest, late charges, fines, costs and attorneys' fees due and owing with respect to the Unit ("Related Costs"). Upon the payment of that sum set forth in the Association's written statement within the period stated, the Association's lien for assessments and Related Costs as to such Unit shall be deemed satisfied. Provided, however, 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 Related Costs and the lien securing same fully enforceable against such purchaser and the Unit itself, to the extent provided by the Act. Under the Act, unpaid assessments and Related Costs constitute a lien upon the Unit and the proceeds of sale thereof prior to all claims except real property taxes and first mortgages of record.

ARTICLE 3
ARBITRATION/JUDICIAL ACTIONS AND CLAIMS

Section 3.1 Scope and Election. Disputes, claims or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or any disputes, claims or grievances arising among or between the Co-Owners or among or between a Co-Owner and the Association, upon the election and written consent of the parties to any such disputes, claims or grievances (which consent shall include an agreement of the parties that the judgment of any circuit court of the State of Michigan may be rendered upon any award pursuant to such arbitration), and upon written notice to the Association, shall be submitted to arbitration and the parties thereto shall accept the arbitrator's decision as final and binding and judgment on such decision shall be entered by any court of competent jurisdiction, provided that no question affecting the claim of title of any person to any fee or life estate in real estate is involved. The Commercial Arbitration Rules of the American Arbitration Association as amended and in effect from time to time hereafter shall be applicable to any such arbitration. In the absence of agreement to the

contrary, the arbitration shall be conducted by the American Arbitration Association. The costs of the arbitration shall be paid equally by the parties to the arbitration proceedings.

Section 3.2 Judicial Relief. In the absence of the election and written consent of the parties pursuant to Section 3.1 above, no Co-Owner or the Association shall be precluded from petitioning the courts to resolve any such disputes, claims or grievances.

Section 3.3 Election of Remedies. Such election and written consent by Co-Owners 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.

Section 3.4 Judicial Claims and Actions. Actions on behalf of and against the Co-Owners shall be brought in the name of the Association. Subject to the express limitations on actions in these Bylaws and in the Association's Articles of Incorporation, the Association may assert, defend or settle claims on behalf of all Co-Owners in connection with the Common Elements of the Condominium. As provided in the Articles of Incorporation of the Association, the commencement of any civil action (other than one to enforce these Bylaws or collect delinquent assessments) shall require the approval of a majority in number and in value of the Co-Owners, and shall be governed by the requirements of this Section. The requirements of this Section will ensure that the Co-Owners are fully informed regarding the prospects and likely costs of any civil action the Association proposed to engage in, as well as the ongoing status of any civil actions actually filed by the Association. These requirements are imposed in order to reduce both the cost of litigation and the risk of improvident litigation, and in order to avoid the waste of the Association's assets in litigation where reasonable and prudent alternatives to the litigation exist. Each Co-Owner shall have standing to sue to enforce the requirements of this Section. The following procedures and requirements apply to the Association's commencement of any civil action other than an action to enforce these Bylaws or to collect delinquent assessments:

3.4.1 Board of Director's Recommendation to Co-Owners. The Association's Board of Directors shall be responsible in the first instance for recommending to the Co-Owners that a civil action be filed, and supervising and directing any civil actions that are filed.

3.4.2 Litigation Evaluation Meeting. Before an attorney is engaged for purposes of filing a civil action on behalf of the Association, the Board of Directors shall call a special meeting of the Co-Owners ("litigation evaluation meeting") for the express purpose of evaluating the merits of the proposed civil action. The written notice to the Co-Owners of the date, time and place of the litigation evaluation meeting shall be sent to all Co-Owners not less than twenty (20) days before the date of the meeting and shall include the following information:

(A) A certified resolution of the Board of Directors setting forth in detail the concerns of the Board of Directors giving rise to the need to file a civil action and further certifying that:

(1) it is in the best interests of the Association to file a lawsuit;

(2) that at least one member of the Board of Directors has personally made a good faith effort to negotiate a settlement with the putative defendant(s) on behalf of the Association, without success;

(3) litigation is the only prudent, feasible and reasonable alternative; and

(4) the Board of Directors' proposed attorney for the civil action is of the written opinion that litigation is the Association's most reasonable and prudent alternative.

(B) A written summary of the relevant experience of the attorney ("litigation attorney") the Board of Directors recommends be retained to represent the Association in the proposed civil action, including the following information:

(1) the number of years the litigation attorney has practiced law; and

(2) the name and address of every condominium and homeowner association for which the attorney has filed a civil action in any court, together with the case number, county and court in which each civil action was filed.

(3) The litigation attorney's written estimate of the amount of the Association's likely recovery in the proposed lawsuit, net of legal fees, court costs, expert witness fees and all other expenses expected to be incurred in the litigation.

(C) The litigation attorney's written estimate of the cost of the civil action through a trial on the merits of the case ("total estimated cost"). The total estimated cost of the civil action shall include the litigation attorney's expected fees, court costs, expert witness fees, and all other expenses expected to be incurred in the civil action.

(D) The litigation attorney's proposed written fee agreement.

(E) The amount to be specially assessed against each Unit in the Condominium to fund the estimated cost of the civil action both in total and on a monthly per Unit basis, as required by this Section.

3.4.3 Independent Expert Opinion. If the lawsuit relates to the condition of any of the Common Elements of the Condominium, the Board of Directors shall obtain a written independent expert opinion as to reasonable and practical alternative approaches to repairing the problems with the Common Elements, which shall set forth the estimated costs and expected viability of each alternative. In obtaining the independent expert opinion required by the preceding sentence, the Board of Directors shall conduct its own investigation as to the qualifications of any expert and shall not retain any expert recommended by the litigation attorney or any other attorney with whom the Board of Directors consults. The purpose of the independent expert opinion is to avoid any potential confusion regarding the condition of the Common Elements that might be created by a report prepared as an instrument of advocacy for use in a civil action. The independent expert opinion will ensure that the Co-Owners have a realistic appraisal of the condition of the Common Elements, the likely cost of repairs to or replacement of the same, and the reasonable and prudent repair and replacement alternatives. The independent expert opinion shall be sent to all Co-Owners with the written notice of the litigation evaluation meeting.

3.4.4 Fee Agreement with Litigation Attorney. The Association shall have a written fee agreement with the litigation attorney and any other attorney retained to handle the proposed civil action. The Association shall not enter into any fee agreement that is a combination of the retained attorney's hourly rate and a contingent fee arrangement unless the existence of the agreement is disclosed to the Co-Owners in the text of the Association's written notice to the Co-Owners of the litigation evaluation meeting.

3.4.5 Co-Owner Vote Required. At the litigation evaluation meeting the Co-Owners shall vote on whether to authorize the Board of Directors to proceed with the proposed civil action and whether the matter should be handled by the litigation attorney. The commencement of any civil action by the Association (other than a suit to enforce these Bylaws or collect delinquent assessments) shall require the approval of a majority in number and in value of the Co-Owners. Any proxies to be voted at the litigation evaluation meeting must be signed at least seven (7) days prior to the litigation evaluation meeting.

3.4.6 Litigation Special Assessment. All legal fees incurred in pursuit of any civil action that is subject to this Section shall be paid by special assessment of the Co-Owners of the Association ("litigation special assessment"). The litigation special assessment shall be approved at the litigation evaluation meeting (or at any subsequent duly called and noticed meeting) by a majority in number and in value of all Co-Owners of the Association in the amount of the estimated total cost of the civil action. If the litigation attorney proposed by the Board of Directors is not retained, the litigation special assessment shall be in an amount equal to the retained attorney's estimated total cost of the civil action, as estimated by the attorney actually retained by the Association. The litigation special assessment shall be apportioned to the Co-Owners in accordance with their respective percentage of value interests in the Condominium and shall be collected from the Co-Owners on a monthly basis. The total amount of the litigation special assessment shall be collected monthly over a period not to exceed twenty-four (24) months.

3.4.7 Attorney's Written Report. During the course of any civil action authorized by the Co-Owners pursuant to this Section, the retained attorney shall submit a written report ("attorney's written report") to the Board of Directors every thirty (30) days setting forth:

(A) The attorney's fees, the fees of any experts retained by the attorney, and all other costs of the litigation during the thirty (30) day period immediately preceding the date of the attorney's written report ("reporting period").

(B) All actions taken in the civil action during the reporting period, together with copies of all pleadings, court papers and correspondence filed with the court or sent to opposing counsel during the reporting period.

(C) A detailed description of all discussions with opposing counsel during the reporting period, written and oral, including, but not limited to, settlement discussions.

(D) The costs incurred in the civil action through the date of the written report, as compared to the attorney's estimated total cost of the civil action.

(E) Whether the originally estimated total cost of the civil action remains accurate.

3.4.8 Monthly Board Meetings. The Board of Directors shall meet monthly during the course of any civil action to discuss and review:

(A) The status of the litigation.

(B) The status of settlement efforts, if any.

(C) The attorney's written report.

3.4.9 Changes in the Litigation Special Assessment. If, at any time, during the course of a civil action, the Board of Directors determines that the originally estimated total cost of the civil action or any revision thereof is inaccurate, the Board of Directors shall immediately prepare a revised estimate of the total cost of the civil action. If the revised estimate exceeds the litigation special assessment previously approved by the Co-Owners, the Board of Directors shall call a special meeting of the Co-Owners to review the status of the litigation, and to allow the Co-Owners to vote on whether to continue the civil action and increase the litigation special assessment. The meeting shall have the same quorum and voting requirements as a litigation evaluation meeting.

3.4.10 Disclosure of Litigation Expenses. The attorneys' fees, court costs, expert witness fees and all other expenses of any civil action filed by the Association ("litigation expenses") shall be fully disclosed to Co-Owners in the Association's annual budget. The litigation expenses for each civil action filed by the Association shall be listed as a separate line item captioned "litigation expenses" in the Association's annual budget.

ARTICLE 4
INSURANCE

Section 4.1 Extent of Coverage. The Association shall to the extent appropriate given the nature of the General Common Elements and such common amenities or areas as may be located outside of the Condominium but placed under the management and control of this Association, carry fire and extended coverage, vandalism and malicious mischief and liability insurance, and workers compensation insurance, if applicable, pertinent to the ownership, use and maintenance of the General Common Elements of the Condominium Project and such insurance shall be carried and administered in accordance with the following provisions. Limited Common Element insurance shall be the responsibility of the Co-Owners to which such Limited Common Elements are appurtenant.

4.1.1 Responsibilities of Association. All such insurance shall be purchased by the Association for the benefit of the Association, and the Co-Owners and their mortgagees, as their interests may appear, and provision shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of Co-Owners.

4.1.2 Insurance on Common Elements. All General Common Elements of the Condominium Project if insurable shall be insured against fire and other perils covered by a standard extended coverage endorsement, if appropriate, in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association in consultation with the Association's insurance carrier and/or its representatives in light of commonly employed methods for the reasonable determination of replacement costs. Such coverage shall be effected upon an agreed-amount basis for the entire Condominium Project with appropriate inflation riders in order that no co-insurance provisions shall be invoiced by the insurance carrier in a manner that will cause loss payments to be reduced below the actual amount of any loss (except in the unlikely event of total project destruction if the insurance proceeds failed for some reason, to be equal to the total cost of replacement). All information in the Association's records regarding insurance coverage shall be made available to all Co-Owners upon request and reasonable notice during normal business hours so that Co-Owners shall be enabled to judge the adequacy of coverage and, upon the taking of due Association procedures, to direct the Board at a properly constituted meeting to change the nature and extent of any applicable coverages, if so determined. Upon such annual re-evaluation and effectuation of coverage, the Association shall notify all Co-Owners of the nature and extent of all changes in coverages.

4.1.3 Liability Insurance. The Association shall carry liability insurance on the General Common Elements and the assets of the Association, and, to the extent reasonably available, shall carry officer's and director's liability insurance insuring its officers and directors.

4.1.4 Premium Expenses. All premiums for insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration.

4.1.5 Proceeds of Insurance Policies. 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, and the Co-Owners and their mortgagees, as their interests may appear. Provided, however, whenever repair or reconstruction of the Condominium shall be required as provided in Article 5 of these Bylaws, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction shall be applied for such repair or reconstruction and in no event shall hazard insurance proceeds be used for any purpose other than for repair, replacement or reconstruction of the Project unless two-thirds (2/3) of the institutional holders of first mortgages on Units in the Project have given their prior written approval.

Section 4.2 Authority of Association to Settle Insurance Claims. Each Co-Owner, by ownership of a Unit in the Condominium Project, shall be deemed to have appointed the Association as such Co-Owner's true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of fire and extended coverage, vandalism and malicious mischief, liability insurance and workers compensation insurance, if applicable, pertinent to the Condominium Project and the General Common Elements thereof, and with such insurer as may, from time to time, provide such insurance for the Condominium Project. 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 therefore, to collect proceeds and to distribute the same to the Association, the Co-Owners 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 Co-Owner and the Condominium as shall be necessary or convenient to the accomplishment of the foregoing.

Section 4.3 Responsibility of Co-Owners. Each Co-Owner shall be responsible for obtaining fire and extended coverage and vandalism and malicious mischief insurance with respect to such Co-Owner's structure and all other improvements constructed or to be constructed within the perimeter of the Co-Owner's Condominium Unit, together with the Limited Common Elements appurtenant to the Co-Owner's Unit, whether located within or outside the perimeter of the Unit, and for the Co-Owner's personal property located therein or elsewhere on the Condominium Project. All such insurance shall be carried by each Co-Owner in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs. In the event of the failure of a Co-Owner to obtain such insurance, the Association may obtain such insurance on behalf of such Co-Owner and the premiums therefore shall constitute a lien against the Co-Owner's Unit which may be collected from the Co-Owner in the same manner that Association assessments are collected in accordance with Article 2. Each Co-Owner also shall be obligated to obtain insurance coverage for the Co-Owner's personal liability for occurrences within the perimeter of the Co-Owner's Condominium Unit or within the structure located thereon and on the Limited Common Elements appurtenant thereto (regardless of where located), and also for alternative living expenses in the event of fire. The Association shall under no circumstances have any obligation to obtain any of the insurance coverage described in this Section 4.3 or any liability to any person for failure to do so.

Section 4.4 Waiver of Right of Subrogation. The Association and all Co-Owners shall use their best efforts to cause all property and liability insurance carried by the Association or any Co-Owner to

contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Co-Owner or the Association.

Section 4.5 Indemnification. Each individual Co-owner shall indemnify and hold harmless every other Co-owner, the Developer and the Association for all damages and costs, including attorneys' fees, which such other Co-owners, the Developer or the Association may suffer as a result of defending any claim arising out of an occurrence on or within such individual Co-owner's Unit or appurtenant Limited Common Elements and shall carry insurance to secure this indemnity if so required by the Developer (and thereafter the Association). This Section 4.5 shall not, however, be construed to give any insurer any subrogation right or other right or claim against any individual Co-owner.

ARTICLE 5
RECONSTRUCTION OR REPAIR

Section 5.1 Determination to Reconstruct or Repair. If any part of the Condominium Project shall be damaged, the determination of whether or not it shall be reconstructed or repaired shall be made in the following manner:

5.1.1 General Common Elements. If the damaged property is a General Common Element, the damaged property shall be rebuilt or repaired unless it is determined by unanimous vote of all the Co-Owners and mortgagees in the Condominium that the Condominium shall be terminated.

5.1.2 Unit or Improvements Thereon. If the damaged property is a Unit or appurtenant Limited Common Elements or any improvements thereon, the Co-Owner of such Unit alone shall determine whether to rebuild or repair the damaged property, subject to the rights of a mortgagee or other person or entity having an interest in such property, and such Co-Owner shall be responsible for any reconstruction or repair that such Co-Owner elects to make. The Co-Owner shall in any event remove all debris and restore the Unit and the improvements thereon to a clean and sightly condition satisfactory to the Association as soon as reasonably possible following the occurrence of the damage.

Section 5.2 Repair in Accordance with Master Deed. Any such reconstruction or repair shall be substantially in accordance with the Master Deed and the plans and specifications on file with the Township unless eighty (80%) percent of the Co-Owners and mortgagees shall decide otherwise. Notwithstanding anything contained in this Master Deed to the contrary, the Condominium shall be rebuilt in the event of substantial destruction or condemnation unless it is determined by unanimous vote of all the Co-Owners and mortgagees in the Condominium that the Condominium shall be terminated.

Section 5.3 Co-Owner Responsibility for Repair. Each Co-Owner shall be responsible for the reconstruction, repair and maintenance of any structure and other improvements constructed within the perimeter of the Co-Owner's Unit and any appurtenant Limited Common Elements. In the event damage to a structure or to any Limited Common Elements appurtenant thereto is covered by insurance held by the Association, then the reconstruction or repair shall be the responsibility of the Association in accordance with Section 5.4 of this Article 5. If and to the extent that any structure is covered by insurance held by the Association for the benefit of the Co-Owner, the Co-Owner shall be entitled to receive the proceeds of insurance relative thereto, and if there is a mortgagee endorsement, the proceeds shall be payable to the Co-Owner and the mortgagee jointly. In the event of substantial damage to or destruction of any Unit or any improvements located thereon or any part of the Common Elements, the Association shall promptly so notify each institutional holder of a first mortgage lien on any of the Units in the Condominium.

Section 5.4 Association Responsibility for Repair. Except as otherwise provided in Section 5.3 above and in the Master Deed, the Association shall be responsible for the reconstruction, repair and maintenance of the General Common Elements. Immediately after a casualty 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 replace the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to defray 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 cost thereof are insufficient, special assessment shall be made against all Co-Owners 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.

Section 5.5 Timely Reconstruction and Repair. If damage to Common Elements or of a Unit adversely affects the appearance of the Project, the Association or Co-Owner responsible for the reconstruction, repair and maintenance thereof shall proceed with replacement of the damaged property without delay.

Section 5.6 Eminent Domain. Section 133 of the Act and the following provisions shall control upon any taking by eminent domain:

5.6.1 Taking of Unit. In the event of any taking of an entire Unit (or of all the improvements located within the perimeter thereof) by eminent domain, the award for such taking shall be paid to the Co-Owner of such Unit and the mortgagee thereof, as their interests may appear. After acceptance of such award by the Co-Owner and the Co-Owner's mortgagee, they shall be divested of all interest in the Condominium Project. In the event that any condemnation award shall become payable to any Co-Owner whose Unit is not wholly taken by eminent domain, then such award shall be paid by the condemning authority to the Co-Owner and the Co-Owner's mortgagee, as their interest may appear.

5.6.2 Taking of Common Elements. If there is any taking of any portion of the Condominium other than any Unit, the condemnation proceeds relative to such taking shall be paid to the Co-Owners and their mortgagees in proportion to their respective interests in the Common Elements and the affirmative vote of more than two-thirds (2/3) of the Co-Owners shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate.

5.6.3 Continuation of Condominium After Taking. In the event the Condominium Project continues after taking by eminent domain, then the remaining portion of the Condominium Project shall be re-surveyed and the Master Deed amended accordingly, and, if any Unit shall have been taken, then Article 5 of the Master Deed shall also be amended to reflect such taking and to proportionately readjust the percentages of value of the remaining Co-Owners based upon the continuing value of the Condominium as one hundred percent (100%). 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 Co-Owner or other person having any interest whatever in the Project, as mortgagee or otherwise.

5.6.4 Notification of Mortgagees. In the event any Unit (or improvements located within the perimeter thereof) in the Condominium, 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 timely and in writing notify each institutional holder of first mortgagee lien on any of the Units in

the Condominium that is registered in the Association's book of "Mortgagees of Units" pursuant to Section 7.1 of the Bylaws.

Section 5.7 Notification of FNMA or FHLMA. In the event any mortgage in the Condominium is held by the Federal Home Loan Mortgage Association ("FHLMA") or the Federal National Mortgage Association ("FNMA") then, upon request by FHLMA or FNMA, the Association shall give it written notice at such address as it may, from time to time, direct of any loss to or taking of the Common Elements of the Condominium if the loss or taking exceeds Ten Thousand Dollars ($10,000.00) in amount, or if damage to a Condominium Unit covered by a mortgage purchased in whole or in part by FHLMA or FNMA exceeds One Thousand Dollars ($1,000.00).

Section 5.8 Priority of Mortgagee Interests. Nothing contained in the Condominium Documents shall be construed to give a Condominium Unit Owner, or any other party, priority over any rights of first mortgagees of Condominium Units pursuant to their mortgages in the case of a distribution to Condominium Unit Owners of insurance proceeds or condemnation awards for losses to or a taking of Condominium Units and/or Common Elements.

ARTICLE 6
RESTRICTIONS/ARCHITECTURAL CONTROL

All of the Units in the Condominium and appurtenant Limited Common Elements shall be held, used and enjoyed subject to the following limitations and restrictions:

Section 6.1 Land And Building Use Restrictions. All Units shall be used for private residential purposes only and no building, except an existing building or as specifically authorized elsewhere in this Master Deed and Bylaws, shall be erected, re-erected, placed or maintained or permitted to remain on any Unit, [except one (1) residential dwelling not to exceed two (2) stories in height and an attached private garage containing no less than two (2) nor more than four (4) parking spaces for the sole use of the Co-Owner or occupants of the dwelling. No other accessory building or structure including, but not limited to carports, may be erected in the Condominium without the prior written consent of Developer. Notwithstanding the foregoing, Developer or a builder designated by Developer may erect and maintain model homes on any Units owned by Developer or a designated builder until such time as all Units which Developer or its designated builder own are sold. The Common Elements shall be used only for purposes consistent with such residential use.

Section 6.2 Dwelling Quality And Size; Anti-Monotony. It is the intention and purpose of this Master Deed and Bylaws to insure that all dwellings in the Condominium are of a quality, design, workmanship and materials approved by Developer. All dwellings shall be constructed in accordance with the applicable governmental building codes, ordinances and/or regulations and with such further standards as may be required by this Master Deed and Bylaws or by Developer, its successors and/or assigns. The minimum square footage of floor area of a dwelling, exclusive of garages, patios, decks, open porches, entrance porches and basements shall be not less than one thousand (1,000) square feet. No residential structures located adjacent to each other or directly across the street from each other may have the same floor plan and elevation, provided, however, residential structures so situated may have the same floor plan if the elevations are different.

Section 6.3 Building Location. All buildings and structures shall be located on each Unit in accordance with the requirements of the Township of Genoa set forth in its zoning ordinance.

Section 6.4 Unit Size. The minimum size of each Unit shall be the Unit size established for the Unit in the attached Condominium Subdivision Plan. In the event more than one (1) Unit, or part of a

Unit, are developed as a single unit (and except as to the obligation of each Co-Owner for any assessments made against each separate Unit), all restrictions set forth in this Master Deed and Bylaws shall apply to such resulting unit in the same manner as to any single Unit.

Section 6.5 Driveways. Access driveways and other paved areas for vehicular use on a Unit shall have a base of compacted sand, gravel, crushed stone or other approved base material and shall have a wearing surface of concrete or the equivalent thereof. Plans for driveways, pavement edging or markers must be approved by Developer in writing prior to commencing any construction in accordance with such plans and comply with the ordinances of the Township of Genoa.

Section 6.6 Natural Drainage Ways. Where there exists on any Unit(s) a condition of accumulation of storm water remaining over an extended period of time, the Co-Owner may, with the written approval of Developer, take such steps as shall be necessary to remedy such condition, subject to the provisions of Section 6.7 of the Master Deed and Section 6.24 below, and provided that no obstructions or diversions of existing storm drain swales and channels, over and through which storm water naturally flows upon or across any Unit, shall be made by an Co-Owner in a manner as to cause damage to other property.

Section 6.7 Building Materials. Exterior building materials may be stone, brick, wood, Hardie Plank, vinyl siding or any other material blending with the architecture and natural landscape and approved by Developer.

Section 6.8 Home Occupations and Nuisances. No home occupation or profession or commercial activity that requires members of the public to visit an Co-Owner's home or requires commercial vehicles to travel to and from the Co-Owner's home shall be conducted in any dwelling located in the Condominium with the exception of model homes owned by, and the sales activities of, the Developer or builders, developers and real estate companies which own or hold any Units for resale to customers in the ordinary course of business. No noxious or offensive activities shall be carried on in or upon any Units or the Common Elements nor any activity which may be, or may become, an annoyance or nuisance to the neighborhood, other than normal construction activity. No burning of refuse shall be permitted outside the dwelling, except that the burning of leaves shall be permitted if allowed by ordinance of the Township, provided that it does not become offensive or a nuisance.

Section 6.9 Plant Diseases or Noxious Insects. No plants, seeds or other material harboring or breeding infectious plant diseases or noxious insects shall be introduced or maintained upon any part of a Unit or appurtenant Limited Common Elements

Section 6.10 Damaged Dwellings and Reconstruction. All permanent dwellings shall be completed within two (2) years from the commencement of construction. No old or used buildings of any kind shall be moved or reconstructed on any Unit. Any damaged or destroyed building for which repair or reconstruction has not commenced within six (6) months from the date of damage or destruction, shall be removed so that there are no ruins or debris remaining within six (6) months from the date of damage or destruction. Any building which is not completed within two (2) years from commencement of construction or any damage or destruction not promptly remedied shall be deemed a nuisance and may be abated as provided by law. Any portion of the Condominium within any public or private road or right-of-way which is disturbed by reason of any work or activity performed by a Co-Owner, or a Co-Owner's agents, employees, contractors shall be restored by the Co-Owner, at the Co-Owner's sole expense, to its condition immediately prior to the commencement of such work or activity. Such restoration shall be performed within a reasonable time, and in no event later than the date of completion of any work or activity on the Co-Owner's Unit. Construction of all residential structures shall be subject to applicable laws and ordinances including the State Construction Code.

Section 6.11 Soil Removal. Soil removal from Units shall not be permitted, except as required for construction purposes and as permitted by Developer. In addition, all construction shall be subject to the requirements of the Michigan Soil Erosion and Sedimentation Control Act, as amended, and all other applicable statutes, ordinances, rules and regulations of all governmental agencies having jurisdiction over such activities.

Section 6.12 Underground Wiring. No permanent lines or wires for communication or other transmission of electrical or power (except transmission lines located on existing or proposed easements) shall be constructed, placed or permitted to be placed anywhere above ground on a Unit other than within buildings or structures.

Section 6.13 Maintenance of Side Strips. Co-Owners of Units shall be responsible for the maintenance of parkways or rights-of-way located between the line of the Co-Owner's Unit and the edge of adjacent street pavement. The Co-Owner's responsibility for maintenance shall include, but shall not be limited to, the replacing of trees. If a Co-Owner fails to repair or replace a damaged or diseased tree in the Side Strip Area, the Association shall replace the tree and the Co-Owner shall reimburse the Association for the cost of replacing the tree within ten (10) days after the Association makes written demand for payment.

Section 6.14 Tree Removal. Clear-cutting or removal of trees greater than six (6") inch caliper at breast height by any person other than Developer is not be permitted unless such clear-cutting or tree removal is in compliance with the terms and conditions of all applicable municipal ordinances and approved by Developer.

Section 6.15 Performance of Construction. No building shall be erected on any Unit except by a contractor licensed by the State of Michigan for such purpose.

Section 6.16 Vehicular Parking and Storage. No trailer, mobile home, bus, boat trailer, boat, camping vehicle, motorcycle, recreational vehicle, commercial or inoperative vehicle of any description shall at any time be parked, stored or maintained on any Unit, unless stored fully enclosed within an attached garage or similar structure; provided, however, that builders' sales and construction trailers, trucks and equipment may be parked and used on any Unit during construction operations. No commercial vehicle lawfully upon any Unit for business shall remain on such Unit except in the ordinary course of business and in conformity with all applicable laws and/or ordinances.

Section 6.17 Garbage and Refuse. Trash, garbage or other waste shall be kept only in closed, sanitary containers and shall be promptly disposed of so as not to be objectionable to neighboring property Co-Owners. No outside storage for refuse or garbage shall be maintained or used. The burning or incineration of rubbish, trash, construction materials or other waste outside of any residential dwelling is prohibited.

Section 6.18 Landscaping and Grass Cutting. Upon completion of construction of a residential dwelling on any Unit, the Co-Owner shall cause the Unit to be finish graded, sodded, irrigated and suitably landscaped as soon after such completion of construction as weather permits, and in any event within (a) 45 days after the Co-Owner closes on the purchase of the Unit for Spring, Summer and Fall closings, or (b) 45 days after completion of final grading on the Unit for Winter closings. After initial installation of the lawn and landscaping, the Co-Owner shall regularly maintain the lawn and landscaping. When weeds or grass located on any Unit exceed six (6") inches in height, the Co-Owner shall mow or cut the weeds and grass over the entire Unit except in wooded areas, and wetlands, if any. If a Co-Owner fails to mow or cut weeds or grass on the Co-Owner's Unit within ten (10) days after written notice, the

Developer or the Association may perform such work and the cost shall be assessed to the Co-Owner and become a lien upon the Unit as provided in Article 2 of these Bylaws. All Units owned by Developer or a builder who owns Units for resale in the ordinary course of business shall be exempt from the restrictions contained in this Section 6.18. Upon conveyance of any Unit by Developer or a builder to a Co-Owner other than Developer or a builder, the Unit shall be subject to all of the restrictions contained in this Section 6.18.

Section 6.19 Swimming Pools, Tennis Courts And Other Structures. No swimming pools, tennis courts, or other similar recreational structures shall be constructed on any Unit until the Transitional Control Date. Thereafter, no swimming pool or other recreational structure shall be constructed on any Unit unless approved by the Association. Any swimming pool or similar structure which has been approved in writing by the Association shall be constructed in accordance with this Master Deed and Bylaws and with all applicable local ordinances and/or state laws. No above ground swimming pools are permitted. Swimming pools, tennis courts, whirlpools, hot tubs and other similar recreational structures, if approved in writing by the Association, shall be screened from any street lying entirely within the Condominium, by wall, solid fence, evergreen hedge or other visual barrier as approved in writing by the Association and in compliance with all laws and governmental regulations and ordinances pertaining thereto.

Section 6.20 Signs. No signs of any kind shall be displayed to the public view on any Unit excepting one (1) professional sign of not more than five (5) square feet advertising the property for sale or rent. Such signs as are allowed must be maintained in good condition at all times and removed on the termination of their use. The foregoing restrictions contained in this Section 6.20 shall not apply to signs installed or erected on any Unit by Developer or any builder who owns Units for resale in the ordinary course of business, during any construction period or during such periods as any residence may be used as a model or for display purposes. No exterior illumination of any kind shall be placed or allowed on any portion of a Unit other than on a residential dwelling, unless first approved by Developer. Developer shall approve such illumination only if the type, intensity and style thereof are compatible with the style and character of the development of the Unit. All signs shall be in compliance with applicable ordinances.

Section 6.21 Objectionable Sights. Aboveground exterior fuel tanks are not permitted. The stockpiling and storage of building and landscape materials and/or equipment are not permitted on any Unit or appurtenant Limited Common Elements, except such materials and/or equipment as may be used within a reasonable length of time. In no event shall the storage of landscape materials extend for a period of more than thirty (30) days. No laundry drying equipment shall be erected or used outdoors and no clothes lines or laundry shall be hung for drying outside of the dwelling.

Section 6.22 Maintenance. The Co-Owner of each Unit and the occupants of any portion of the Unit shall keep all buildings and grounds in good condition and repair.

Section 6.23 Real Estate Sales Office. Notwithstanding anything to the contrary contained in this Master Deed and Bylaws, Developer, and/or any builder which Developer may designate, may construct and maintain on any Unit(s) a real estate sales office, with such promotional signs as Developer or builder may determine and/or a model home or homes for such purposes. Developer and any designated builder may continue such activity until such time as all of the Units in which Developer or builder have an interest are sold.

Section 6.24 Open Space Areas; Open Space Preservation Easement; Wetlands. The Project contains certain Open Space Areas, including Wetlands, which must be left in their natural state, and may not be altered without approval from Developer, the Association and applicable governmental

authorities including the Township of Genoa, EGLE or the relevant governmental authority, except as otherwise described in the Open Space Preservation Easement referred to in Section 4.7 of the Master Deed. Further, the Wetlands may be subject to additional conservation easements with EGLE. There shall be no use or occupancy of the Wetlands without the approval of Developer, the Association and applicable governmental authorities, including EGLE. The Association shall be responsible to ensure preservation of such areas and the General Common Elements as set forth in Article 4, and shall assess the Unit Owners for such costs in accordance with Article 2 of the Bylaws. Co-Owners are prohibited from altering the Wetlands or Open Space Areas contained within the condominium, including within the 50-foot natural features buffer required by the Zoning Ordinance and as shown on the Condominium Subdivision Plan.

Section 6.25 Perimeter Landscape Buffer on Units 1-9, 32-45; Landscaped Privacy Buffer Area on Units 29-30. As required by the Township and depicted on the Condominium Subdivision Plan, there is a 100 foot (100') perimeter landscape area generally located along the rear of Units 1-9 and 32-45, and generally located along the boundary of Condominium to act as a buffer between the Condominium and neighboring residential communities and public roads. Each Co-Owner shall preserve and maintain the portion of the landscape buffer located on their respective Unit, which such maintenance may include typical landscaping, manicuring, mowing, the planting of trees and vegetation, trimming and clean-up. To the extent there are any existing woodlands, Wetlands or Open Space Areas which are subject Section 4.7 of the Master Deed and located within the landscape buffer area, such areas shall be preserved in their natural states by each respective Co-Owner. No permanent structures may be placed in the landscape buffer areas. Except for the improvements as depicted in the Condominium Subdivision Plan and approved as part of site plan approval, including, but not limited to, underground Storm Water Drainage Facilities, Wells, septic systems, and above ground "beehive" catch basins, there shall be no above ground improvements (except landscaping, planting and vegetation) located within the perimeter landscape buffer. Additionally, there will be a Developer installed landscaped buffer area along the rear boundary line of Units 29 and 30 to provide for privacy and screening between Units 29, 30 and 31. The Co-Owners of Units 29 and 30 shall maintain and preserve such landscaped privacy buffer area located on each Co-Owner's respective Unit, including required watering, trimming and regular tree maintenance and upkeep. To the extent required, the Co-Owner's of Units 29 and 30 shall replace any dead or dying trees located within the landscaped privacy buffer area with similar types of landscaping materials of better or like quality in order to maintain the landscaped privacy buffer area.

Section 6.26 Leasing and Rental.

6.26.1 Right to Lease. A Co-Owner may lease a Co-Owner's Unit for the same purposes set forth in Section 6.1 of these Bylaws and Section 4.5 of the Master Deed, provided that written disclosure of such lease transaction is submitted to the Board of Directors of the Association in the manner specified below. With the exception of a lender in possession of a Unit following a default of the first mortgage, foreclosure or deed or other arrangement in lieu of foreclosure, no Co-Owner shall lease less than an entire Unit in the Condominium and no tenant shall be permitted to occupy except under a lease the initial term of which is at least six (6) months unless specifically approved in writing by the Association. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents. The Developer, or its assigns, may lease any number of Units in the Condominium in its discretion and shall not be subject to the foregoing, or the leasing procedures set forth below, except for disclosure of the leasing arrangement to the Association. These leasing

provisions may not be revised prior to the Transitional Control Date without Developer's prior written consent and may not be materially amended without Developer's prior written consent so long as Developer owns a Unit.

6.26.2 Leasing Procedures. The leasing of Units in the Project shall conform to the following provisions:

6.26.2.1 A Co-Owner desiring to rent or lease a Unit, shall disclose that fact in writing to the Association at least ten (10) days before presenting a lease form or otherwise agreeing to grant possession of a Condominium Unit to a potential lessee of the Unit and, at the same time, shall supply the Association with a copy of the exact lease form for its review for its compliance with the Condominium Documents. If no lease form is to be used, then the Co-Owner shall supply the Association with the name and address of the potential lessee, along with the rental amount and the due dates under the proposed agreement.

6.26.2.2 Tenants or non-owner occupants shall comply with all of the conditions of the Condominium Documents of the Condominium Project and all leases and rental agreements shall so state.

6.26.2.3 If the Association determines that the tenant or non-owner occupant has failed to comply with the conditions of the Condominium Documents, the Association shall take the following action:

6.26.2.3.1 The Association shall notify the Co-Owner by Certified Mail advising of the alleged violation by the tenant.

6.26.2.3.2 The Co-Owner shall have fifteen (15) days after receipt of such notice to investigate and correct the alleged breach by the tenant or advise the Association that a violation has not occurred.

6.26.2.4 If after fifteen (15) days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf or derivatively by the Co-Owners on behalf of the Association, if it is under the control of the Developer, an action for eviction against the tenant or non-owner occupant and simultaneously for money damages in the same action against the Co-Owner and tenant or non-owner occupant for breach of the condition of the Condominium Documents. The relief provided in this subparagraph may be by summary proceeding. The Association may hold both the tenant and the Co-Owner liable for any damages to the Common Elements caused by the Co-Owner or tenant in connection with the Unit or Condominium Project.

6.26.2.5 When a Co-Owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to the tenant occupying a Co-Owner's Unit under a lease or rental agreement and the tenant, after receiving the notice, shall deduct from rental payments due the Co-Owner the arrearage and further assessments as they fall due and pay them to the Association. The deductions shall not constitute a breach of the rental agreement or lease by the tenant. If the tenant, after being notified, fails or refuses to remit rent otherwise due the Co-Owner to the Association, then the Association may do the following:

6.26.2.5.1 Issue a statutory notice to quit for non-payment of rent to the tenant and shall have the right to enforce that notice by summary proceeding.

6.26.2.5.2 Initiate proceedings pursuant to 6.26.2.4 above.

Section 6.27 Architectural Controls. The purpose of architectural controls is to promote an attractive, harmonious residential development having continuing appeal. Accordingly, unless and until the construction plans and specification are submitted to, and approved in writing by, Developer in accordance with the provisions of Section 6.28 below, (i) no building, fence, wall, deck, Well, septic system, or other structure shall be constructed, erected or maintained, and (ii) no addition, change or alteration shall be made to any existing building, fence, wall, deck or other structure except interior alterations.

Section 6.28 Submission of Plans and Plan Approval.

6.28.1 All construction plans, specifications and related materials pertaining to construction or alteration of a building, fence, wall or other structures, including landscaping, shall be filed by the applicant for approval in the office of Developer, or with any agent specified by Developer. The construction plans, specifications and related materials shall show the nature, kind, shape, height, materials (including samples of exterior building materials upon request), approximate cost of the landscaping, building, fence, wall, deck or other structure, proposed drainage of surface water, and the location and grade of all buildings, structures, decks, improvements, utilities, parking areas and landscaping. Developer shall have sole authority to review, approve or disapprove the plans, specifications and related materials or any part thereof. Developer shall have the right to refuse to approve the proposed plans, specifications and related materials, landscaping or grading plans, or portions thereof, which are not suitable or desirable in the sole discretion of Developer, for aesthetic or other reasons. In its review of the plans, specifications, and related materials, Developer may consider compatibility of the proposed landscaping, building, fence, wall, deck or other structures with the surroundings area and the view from adjacent or neighboring properties. Natural landscaping and trees shall be left in their natural state to the extent practical.

6.28.2 A report in writing setting forth the decision of Developer, and the reasons therefor, shall be furnished to the applicant by Developer within thirty (30) days from the date of filing of complete plans, specifications and related materials by the applicant. Developer will aid and cooperate with prospective builders and Co-Owners and make suggestions based upon Developer's review of preliminary sketches. Prospective builders and Co-Owners are encouraged to submit preliminary sketches for informal comment prior to submission of final plans and specifications. If Developer fails to give written notice of approval of any final plans, specifications and related materials submitted to Developer under this Section within thirty (30) days from the date of submission of complete plans, specifications and related materials, then the submitted plans, specifications and related materials shall be deemed disapproved by Developer. Developer shall be entitled to charge each applicant a review fee in an amount not to exceed Two Hundred Fifty and 00/100 ($250.00) Dollars, to reimburse Developer for any actual costs incurred in connection with the review of the applicant's plans, specifications and related materials.

6.28.3 Neither Developer nor any person(s) or entity(ies) to which Developer delegates any of its rights, duties or obligations hereunder, including, without limitation, the Association and Architectural Control Committee referred to in Section 6.28 below, shall incur any liability whatsoever for approving or failing or refusing to approve all or any part of any submitted plans, specifications and related materials. Developer reserves the right to enter into agreements with the Co-Owner of any Unit(s) (without the consent of Co-Owners of other Units or adjoining or adjacent property) to deviate from any or all of the restrictions set forth in these Bylaws, provided that the Co-Owner demonstrates that the application of the particular restriction(s) in question would create practical difficulties or hardships. Any such deviation shall be evidenced by a written agreement

and no such deviation or agreement shall constitute a waiver of any such restriction as to any other Unit or Co-Owner.

Section 6.29 Architectural Control Committee. At such time as the fee simple interest in one hundred (100%) percent of the Units in the Condominium have been conveyed by Developer, or, at such earlier time as Developer may elect, Developer shall assign all of its rights, duties and obligations as set forth in this Article 6 of these Bylaws to a committee of the Association ("Architectural Control Committee") or to the Association. The assignment shall be by a written instrument in which the assignee expressly accepts such rights, duties and obligations. Such instrument when executed by the assignee shall, without further act, release Developer from all such obligations and duties. If such assignment is made, the acts and decisions of the assignee as to any matters assigned shall be binding upon all Unit Co-Owners and other interested parties. If Developer assigns its rights, duties and obligations under this Article 6 to an Architectural Control Committee, the Architectural Control Committee shall consist of no less than three (3) Members and no more than five (5) Members, to be appointed by Developer. Developer may assign its right to appoint members of the Architectural Control Committee to the Association. Until such time, however, Developer reserves the right to appoint Members to and remove Members from the Architectural Control Committee in its sole discretion.

Section 6.30 Changes in Common Elements. No Co-Owner shall make changes in any of the Common Elements, Limited or General, without the prior written approval of the Board of Directors.

Section 6.31 Rules and Regulations. It is intended that the Board of Directors of the Association may make rules and regulations from time to time to reflect the needs and desires of the majority of the Co-Owners in the Condominium. Reasonable regulations consistent with the Act, the Master Deed and these 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 first Board of Directors (or its successors) prior to the Transitional Control Date. Copies of all such rules, regulations and amendments thereto shall be furnished to all Co-Owners.

Section 6.32 Right of Access of Association. The Association or its duly authorized agents shall have access to each Unit thereon from time to time, during reasonable working hours, upon notice to the Co-Owner thereof, as may be necessary for the maintenance, repair or replacement of any of the Common Elements. The Association or its agents shall also have access to each Unit thereon at all times without notice as may be necessary to make emergency repairs to prevent damage to the Common Elements or to any Unit or to the improvements thereon. In the event of an emergency, the Association may gain access in such manner as may be reasonable under the circumstances and shall not be liable to such Co-Owner for any necessary damage to such Co-Owner's Unit.

Section 6.33 General Common Element and Easement Maintenance. Roads and walkways shall not be obstructed nor shall they be used for purposes other than for which they are reasonably and obviously intended. All General Common Elements including the Open Space Areas and surface improvements, Stormwater Drainage Facilities, Entrance Way, Landscaping, and Perimeter Improvements and Easements shall be maintained by the Association unless otherwise provided in the Master Deed or Bylaws.

Section 6.34 Co-Owner Maintenance. Each Co-Owner shall maintain such Co-Owner's Unit and the improvements thereon, including the dwelling, inside and out, the driveway, including snow removal, and the yard, the sidewalk thereto, in a safe, clean and sanitary condition, and shall keep the yard mowed, maintained and landscaped. Each Co-Owner 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 which are appurtenant to or which may affect any other Unit. Each

Co-Owner shall be responsible for damages or costs to the Association resulting from negligent or intentional damage to or misuse of any of the Common Elements by such Co-Owner, or the Co-Owner's family, guests, agents or invites, unless such damages or costs are covered by insurance carried by the Association (in which case there shall be no such responsibility, unless reimbursement to the Association is limited by virtue of a deductible provision, in which case the responsible Co-Owner shall bear the expense to the extent of the deductible amount). Any costs or damages to the association may be assessed to and collected from the responsible Co-Owner in the manner provided in Article 2 hereof.

Section 6.35 Reserved Rights of Developer

6.35.1 Developer's Rights in Furtherance of Development and Sales. None of the restrictions contained in this Article 6 shall apply to the commercial activities or signs or billboards, if any, of Developer during the Construction and Sales Period or of the Association in furtherance of its powers and purposes set forth in the Condominium Documents, as they may be amended from time to time. Developer shall have the right during the Construction and Sales Period to maintain a sales office, a business office, a construction office, model units, storage areas and reasonable parking incident to the foregoing and such access to, from and over the Project as may be reasonable to enable development and sale of the Project by Developer. Developer shall restore the areas so used to habitable status upon termination of such use. The rights of assignment reserved to the Developer in Article 20 below shall include the right to permit the maintenance and use of sales offices, model units, advertising display signs, storage areas and reasonable parking incident to the foregoing by to one or more Residential Builders, who may exercise such rights simultaneously with the Developer.

6.35.2 Enforcement of Condominium Documents. The Condominium shall at all times be maintained in a manner consistent with the highest standards of a beautiful, serene, private residential community for the benefit of the Co-Owners and all persons interested in the Condominium. If at any time the Association fails or refuses to carry out its obligation to maintain, repair, replace and landscape the Condominium in a manner consistent with the maintenance of such high standards, then Developer, or any entity to which Developer may assign this right, at its option, may elect to maintain, repair and/or replace any Common Elements and/or to do any landscaping required by these Bylaws and to charge the cost thereof to the Association as an expense of administration. Developer shall have the right to enforce these Bylaws throughout the Construction and Sales Period, which right of enforcement may include (without limitation) an action to restrain the Association or any Co-Owner from any activity prohibited by these Bylaws, regardless of any provision otherwise requiring arbitration.

Section 6.36 Unsightly Conditions. It shall be the responsibility of each Unit Owner to prevent any unclean, unsightly or unkempt conditions of buildings or ground on the Owner’s Unit that tend to substantially decrease the beauty of the Development as a whole or any specific area thereof. No lawn ornaments, sculptures or statutes shall be placed or permitted to remain on any Unit.

Section 6.37 Temporary Structures. Trailers, tents, shacks, tool sheds, barns or any temporary buildings of any design whatsoever are expressly prohibited within the Development and no temporary dwelling shall be permitted in an unfinished residential building. This shall not prevent the erection of a temporary storage building for materials and supplies to be used in the construction of a Unit, and which shall be removed from the premises on completion of the structure, and shall not prevent use by any builder or contractor of trailers for material storage or model offices during the period of construction in the Development, provided the same shall be removed at the completion of such construction.

Section 6.38 Animals or Pets. No animals or fowl (except household pets) shall be kept or maintained on any Unit. Any pets kept in the Project or property in the Development shall have such care and restraint as not to be obnoxious on account of noise, odor or unsanitary conditions. No savage or dangerous animal shall be kept. No animal may be permitted to run loose upon the Common Elements, and any animal shall at all times be attended by a responsible person while on the Common Elements. Any person who causes or permits an animal to be brought or kept on the Development shall indemnify and hold harmless the Association for any loss, damage or liability which the Association may sustain as a result of the presence of such animal on the Development.

Section 6.39 Refuse and Stored Materials. No Unit shall be used or maintained as a dumping ground or for outside storage for rubbish, trash, garbage or other materials. Other waste shall be kept in a sanitary container, properly concealed from public view. The Board of Directors of the Association may designate a day of the week on which all trash pick-up in the Development shall occur. No trash shall be put out earlier than the morning of the day designated for pick-up and all containers shall be removed by the end of such day.

Section 6.40 Mailboxes. All mailboxes of the Project shall be of uniform size, location, color and same design in compliance with the standards set forth by the Developer.

Section 6.41 Solar Panels. No solar panel, solar collector or similar device shall be placed, constructed, altered, or maintained on any Unit or placed, constructed, altered, or maintained on any Unit, without the prior written approval of the Board of Directors.

Section 6.42 Television Antenna and Similar Devices. No outside television antenna or other antenna, or aerial, saucer, dish, receiving device, signal capture and distribution devise or similar device shall be placed, constructed, altered or maintained on any Unit, unless the device is a so called "mini dish" (not to exceed 18 inches in diameter) located in a location that is fully screened from view and approved by the Board of Directors. The provisions of this subsection shall not apply to those devices covered by 47 C.F.R. § 1.4000, promulgated pursuant to the Telecommunications Act of 1996, Pub. L. No. 104. 110, § 207 Stat. 56 (1996), as amended.

Section 6.43 Decks; Air Conditioning Units. All decks must be located in the rear yard of the Unit. Decks and walkways must comply with all applicable rear or side setback requirements of the Township and these Bylaws. No external air conditioning unit shall be placed in or attached to a window or wall of any Unit. No compressor or other component of a central air conditioning system (or similar system, such as a heat pump) shall be so located on any Unit so as to be visible from the public street on which the Unit fronts, and, to the extent reasonably possible, all such external equipment shall be so located on any Unit so as to minimize the negative impact thereof on any adjoining Unit, in the terms of noise and appearance.

Section 6.44 Fences and Walls, Dog Runs. Dog kennels or runs or other outdoor enclosed shelters for animals are prohibited. Invisible fencing type devices may, with the prior approval of the Developer during the Construction and Sales Period and the Association thereafter, be installed within individual Units, provided such installation shall be located within the rear portion of the Unit only, with no portion extending beyond the front portion of the residential dwelling structure located upon such Unit. In the event the Association approves a swimming pool on a particular Unit pursuant to Section 6.19 above, wrought iron fences, consisting of a design and quality sufficient to satisfy local and state laws, may be permitted by the Association in order to enclose the swimming pool area, in lieu of or in addition to a visual barrier described in Section 6.19 above. No other fences, walls or similar structures shall be erected on any Unit without the prior written approval of Developer during the Construction and Sales Period, and the Association thereafter.

Section 6.45 Public Utilities. All public utilities such as water main, sanitary sewers, storm sewers, gas mains, electric and telephone local distribution lines, cable television lines, and all connections to same, either private or otherwise, shall be installed underground. However, above-ground transformers, pedestals and other above-ground electric and telephone utility installations and distribution systems and surface and off-site drainage channels and facilities, as well as street lighting stanchions, shall be permitted. No Unit shall discharge water softener backwash into the Sanitary Sewer System or wetlands. To the extent future Co-Owners of the Units desire to install a water softener system on their individual Unit, the Condominium Documents shall prohibit water softener discharge into the Sanitary Sewer System or direct discharge into the wetlands and shall require that each Co-Owner desiring to install a water softener system install a dry-well system to accommodate all water softener discharge. Such dry-well systems shall be maintained, repaired and replaced by the individual Co-Owners. Notwithstanding anything contained herein to the contrary, Units 12 through 17, inclusive, must have a dry-well installed prior to issuance of a certificate of occupancy.

Section 6.46 Vehicles, Motorcycles and Snowmobiles. No trailers, boats, aircraft, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, snowmobiles, snowmobile trailers, jet skis, jet ski trailers or other recreational vehicles, or other vehicles, other than passenger cars, passenger vans, pick-up trucks and so-called "Blazer" type vehicles shall be parked or maintained on any Unit unless in a suitable private attached garage. Motorcycles are allowed on the roads in the Development, but motorcycles and all other motorized off-road vehicles are prohibited in all other General Common Element areas. Snowmobiles are prohibited in all General Common Element areas.

Section 6.47 Basketball Hoops and Play Areas. Basketball hoops and play areas are permitted subject to strict compliance with the following restrictions:

6.47.1 All basketball hoops shall be on ground mounted posts located at least 30 feet from the curb of the road(s) adjacent to the Unit.

6.47.2 The ground mounted post for the basketball hoop shall be located at least 5 feet from the sideline of the Unit.

6.47.3 No florescent or bright colors shall be permitted for either the post or the backboard. The ground mounted post shall be painted black and the backboard of the basketball hoop shall be clear.

6.47.4 No swings, slides, playscapes or other similar playground equipment (collectively "Playground Equipment") shall be constructed on any Unit unless approved in advance, in writing by the Architectural Control Committee. Any Playground Equipment which has been approved in writing by the Architectural Control Committee shall be constructed in accordance with the Master Deed and Bylaws and with all applicable local ordinances and/or state laws. In any event, all approved Playground Equipment must be placed in a location on the Unit that is unobtrusive, and not readily visible from the street or common areas and shall be adequately screened by landscaping, if necessary, or by other visual barriers as may be approved in writing by the Developer, the Association, or the Architectural Control Committee, if applicable.

Section 6.48 Department of Veterans Affairs Financing. To the extent that any provisions set forth in this Master Deed and Bylaws regarding leasing and any right of first refusal is inconsistent with the requirement(s) of guaranteed or direct loan programs of the United States Department of Veterans Affairs, as set forth in Chapter 37, Title 38, United States Code, or Part 36 of Title 38, Code of Federal Regulations ("DVA Financing"), such provision shall not apply to any Unit that is (i) encumbered by DVA Financing; or (ii) owned by the Department of Veterans Affairs.

Section 6.49 Planned Unit Development Agreement. The Project is subject to the terms and conditions of the Development Agreement, which governs development of the Project. The Planned Unit Development Agreement sets forth requirements for development, construction and use of the Project. Among other terms, the Planned Unit Development Agreement provides for the preservation and maintenance of the Open Space Areas, Woodlands and Wetlands located within the Condominium. By taking title to a Unit in the Condominium, each Owner and the Association acknowledges and agrees to the requirements of the Planned Unit Development Agreement, and the obligations of the Unit Owners and Association related thereto.

Section 6.50 Special Assessment District for Roads. At some time subsequent to the initial development, it may become necessary to pave or improve some or all of the Roads within or adjacent to the condominium premises. The improvement may be financed, in whole or in part, by the creation of a special assessment district or districts which may include the Condominium. The acceptance of a conveyance or the execution of a land contract by any owner or purchaser of a condominium unit shall constitute the agreement by such owner or purchaser, his/her heirs, executors, administrators, or assigns, that the Board of Directors of the Association shall be vested with full power and authority to obligate all Co-Owners to participate in a special assessment district, sign petitions requesting said special assessment, and consider and otherwise act on all assessment issues on behalf of the Association and all co-owners; provided, that prior to signature by the Association on a petition for improvement of such public roads, the desirability of said improvement shall be approved by an affirmative vote of not less than 51% of the co-owners that own units within the special assessment district. No consent of mortgagees shall be required for approval of said public road improvement.

Section 6.51 Wells. The water supply to each residence on a Unit is from a private well. The Developer shall initially install the private well serving each Unit and thereafter each Co-Owner shall be responsible for reconstruction, maintenance, repair and replacement of the well and related appurtenances. The requirements for well installation, ownership and maintenance shall be in accordance with the requirements of the Livingston County Health Department.

ARTICLE 7
MORTGAGES

Section 7.1 Notice to Association. Any Co-Owner who mortgages such Co-Owner's Unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such information in a book entitled "Mortgagees of Units." The Association may, at the written request of a mortgagee of any such Unit, report any unpaid assessments due from the Co-Owner of such Unit. The Association shall give to the holder of any first mortgage covering any Unit in the Project written notification of any default in the performance of the obligations of the Co-Owner of such Unit that is not cured within sixty (60) days.

Section 7.2 Insurance. The Association shall notify each mortgagee appearing in the book of Mortgagees of Units of the name of each company insuring the Condominium against fire, perils covered by extended coverage, and vandalism and malicious mischief and the amounts of such coverage, or of a lapse, cancellation, or material modification of any insurance policy maintained by the Association, to the extent the Association is required by these Bylaws to obtain such coverage.

Section 7.3 Notification of Meetings. Upon written request submitted to the Association, any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive

written notification of every meeting of the members of the Association and to designate a representative to attend such meeting.

ARTICLE 8
VOTING

Section 8.1 Vote. Except as limited in these Bylaws, all of the Co-Owners of a Unit shall be entitled to only one vote for each Unit owned, and the value of the vote attributed to each Unit shall be equal.

Section 8.2 Eligibility to Vote. No Co-Owner, other than Developer, shall be entitled to vote at any meeting of the Association until such Co-Owner has presented evidence of ownership of a Unit in the Condominium Project to the Association. Except as provided in Sections 9.2 and 11.2 of these Bylaws, no Co-Owner, other than Developer, shall be entitled to vote prior to the date of the First Annual Meeting held in accordance with Sections 9.2 and 11.2. The vote of each Co-Owner may be cast only by the individual representative designated by such Co-Owner in the notice required in Section 8.3 of this Article 8 or by a proxy given by such individual representative. Until the First Annual Meeting Developer shall be entitled to vote notwithstanding the fact that Developer may own no Units at some time or from time to time during such period. At and after the First Annual Meeting Developer shall be entitled to one vote for each Unit which Developer owns.

Section 8.3 Designation of Voting Representative. Each Co-Owner shall file a written notice with the Association designating the individual representative who shall vote at meetings of the Association and receive all notices and other communications from the Association on behalf of such Co-Owner. Such notice shall state the name and address of the individual representative designated, the number or numbers of the Unit or Units owned by the Co-Owner, and the name and address of each person, firm, corporation, partnership, association, trust or other entity who is the Co-Owner. Such notice shall be signed and dated by the Co-Owner. The individual representative designated may be changed by the Co-Owners of a Unit at any time by filing a new notice in the manner herein provided.

Section 8.4 Quorum. Those Co-Owners present in person or by proxy at the First Annual Meeting held in accordance with Sections 9.2 and 11.2 shall constitute a quorum for such meeting. At all other meetings of Co-Owners, the presence in person or by proxy of thirty-five percent (35%) of the Co-Owners qualified to vote shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically required by the Condominium Documents to have a greater quorum. The written vote of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

Section 8.5 Voting. Votes may be cast only in person, or by a writing duly signed by the designated voting representative not present at a given meeting in person, or by proxy. Proxies and any written votes must be filed with the Secretary of the Association at or before the appointed time of each meeting of the members of the Association. Cumulative voting shall not be permitted. Electronic voting shall not be allowed (such as by email, telephone or "Face-Time", Skype, etc.) unless the Board of Directors establishes rules and regulations for that purpose.

Section 8.6 Majority. A majority, except where otherwise provided herein, shall consist of more than fifty percent (50%) of those qualified to vote and present in person or by proxy (or written vote, if applicable) at a given meeting of the members of the Association where a quorum is present. Whenever provided specifically in the Condominium Documents, a majority may be required to exceed

the simple majority herein above set forth of designated voting representatives present in person or by proxy, or by written vote, if applicable, at a given meeting of the members of the Association.

ARTICLE 9
MEETINGS

Section 9.1 Place of Meeting. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Co-Owners as may be designated by the Board of Directors. Meetings of the Association shall be conducted in accordance with The Standard Code of Parliamentary Procedure, Roberts Rules of Order or some other generally recognized manual of parliamentary procedure as selected by the Board of Directors, when not otherwise in conflict with the Condominium Documents or the laws of the State of Michigan. Electronic participation shall not be allowed (such as by email, telephone, "Face-Time", Skype, etc.) unless the Board of Directors establishes rules and regulations for that purpose.

Section 9.2 First Annual Meeting. The First Annual Meeting may be convened only by the Developer and may be called at any time after more than fifty percent (50%) of the Units that may be created have been sold and the purchasers thereof qualified as members of the Association. In no event, however, shall such meeting be called later than one hundred twenty (120) days after the conveyance of legal or equitable title to non-developer Co-Owners of seventy-five percent (75%) in number of all Units that may be created or fifty-four (54) months after the first conveyance of legal or equitable title to a non-developer Co-Owner of a Unit in the Project, whichever first occurs. Developer may call meetings of members for informative or other appropriate purposes prior to the First Annual Meeting and no such meeting shall be construed as the First Annual Meeting. The date, time and place of such meeting shall be set by the Board of Directors, and at least ten (10) days' written notice thereof shall be given to each Co-Owner. The phrase "Units that may be created" as used in this paragraph and elsewhere in the Condominium Documents refers to the maximum number of Units which Developer is permitted, under the Condominium Documents as they may be amended, to include in the Condominium.

Section 9.3 Annual Meetings. Annual meetings of the Association shall be held on the last Thursday of October each succeeding year after the year in which the First Annual Meeting is held at such time and place as shall be determined by the Board of Directors; provided, however, that the second annual meeting shall not be held sooner than eight (8) months after the date of the First Annual Meeting. At such meetings there shall be elected by ballot of the Co-Owners a Board of Directors in accordance with the requirements of Article 11 of these Bylaws. The Co-Owners may also transact at the annual meetings such other business of the Association as may properly come before them.

Section 9.4 Special Meetings. It shall be the duty of the President to call a special meeting of the Co-Owners as directed by resolution of the Board of Directors or upon a petition signed by one-third (1/3) of the Co-Owners presented to the Secretary of the Association. Notice of any special meeting shall state the time and place of such meeting and the purposes thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 9.5 Notice of Meetings. It shall be the duty of the Secretary (or other Association officer in the Secretary's absence) to serve a notice of each annual or special meeting, stating the purpose thereof as well as of the time and place where it is to be held, upon each Co-Owner of record, at least ten (10) days but not more than sixty (60) days prior to such meeting. The mailing, postage prepaid, of a notice to the representative of each Co-Owner at the address shown in the notice required to be filed with the Association by Article 8, Section 8.3 of these Bylaws shall be deemed notice served. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association, shall be deemed due notice. Notice may be sent electronically.

Section 9.6 Adjournment. If any meeting of Co-Owners cannot be held because a quorum is not in attendance, the Co-Owners who are present may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

Section 9.7 Order of Business. The order of business at all meetings of the members shall be as follows: (1) roll call to determine the voting power represented at the meeting; (2) proof of notice of meeting or waiver of notice; (3) reading of minutes of preceding meeting; (4) reports of officers; (5) reports of committees; (6) appointment of inspector of elections (at annual meetings or special meetings held for purpose of election of Directors or officers); (7) election of Directors (at annual meeting or special meetings held for such purpose); (8) unfinished business; and (9) new business. Meetings of members shall be chaired by the most senior officer of the Association present at such meeting. For purposes of this Section, the order of seniority of officers shall be President, Vice President, Secretary and Treasurer.

Section 9.8 Action Without Meeting. Any action which may be taken at a meeting of the members (except for the election or removal of Directors) may be taken without a meeting by written ballot of the members, which ballots are signed within no more than a sixty (60) day period, as determined by the Board of Directors. Ballots shall be solicited in the same manner as provided in Section 9.5 for the giving of notice of meetings of members. Such solicitations shall specify (1) the number of responses needed to meet the quorum requirements; (2) the percentage of approvals necessary to approve the action; and (3) the time by which ballots must be received in order to be counted. The form of written ballot shall afford an opportunity to specify a choice between approval and disapproval of each matter and shall provide that, where the member specifies a choice, the vote shall be cast in accordance therewith. Approval by written ballot shall be constituted by receipt within the time period specified in the solicitation of (1) a number of ballots which equals or exceeds the quorum which would be required if the action were taken at a meeting; and (2) a number of approvals which equals or exceeds the number of votes which would be required for approval if the action were taken at a meeting at which the total number of votes cast was the same as the total number of ballots cast.

Section 9.9 Consent of Absentees. The transactions at any meeting of members, either annual or special, however called and noticed, shall be as valid as though made at a meeting duly held after regular call and notice, if a quorum be present either in person or by proxy and if, either before or after the meeting, each of the members not present in person or by proxy, signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 9.10 Minutes, Presumption of Notice. Minutes or a similar record of the proceedings of meetings of members, when signed by the President or Secretary, shall be presumed truthfully to evidence the matters set forth therein. Recitation in the minutes of any such meeting that notice of the meeting was properly given shall be prima facie evidence that such notice was given.

ARTICLE 10
ADVISORY COMMITTEE

Within one (1) year after conveyance of legal or equitable title to the first Unit in the Condominium to a purchaser or within one hundred twenty (120) days after conveyance to purchasers of one-third (1/3) of the total number of Units that may be created, whichever first occurs, Developer shall cause to be established an Advisory Committee consisting of at least three (3) non-developer Co-Owners. The Committee shall be established and perpetuated in any manner Developer deems advisable, except that if more than fifty percent (50%) of the non-developer Co-Owners petition the Board of Directors for an

election to select the Advisory Committee, then an election for such purpose shall be held. The purpose of the Advisory Committee shall be to facilitate communications between the Board of Directors and the non-developer Co-Owners and to aid the transition of control of the Association from Developer to non-developer Co-Owners. The Advisory Committee shall cease to exist automatically when the non-developer Co-Owners have the voting strength to elect a majority of the Board of Directors of the Association. Developer may remove and replace at its discretion at any time any member of the Advisory Committee who has not been elected by the Co-Owners.

ARTICLE 11
BOARD OF DIRECTORS

Section 11.1 Number and Qualification of Directors. The Board of Directors shall be comprised of three (3) members all of whom must be members of the Association or officers, partners, trustees, employees or agents of members of the Association. Directors shall serve without compensation.

Section 11.2 Election of Directors

11.2.1 First Board of Directors. The first Board of Directors shall be composed of three (3) persons and such first Board of Directors or its successors as selected by Developer shall manage the affairs of the Association until the appointment of the first non-developer Co-Owners to the Board. Thereafter, elections for non-developer Co-Owner Directors shall be held as provided in subsections 11.2.2 and 11.2.3 below. The Directors shall hold office until their successors are elected and hold their first meeting.

11.2.2 Appointment of Non-developer Co-Owners to Board Prior to First Annual Meeting. Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non-developer Co-Owners of twenty-five percent (25%) of the Units that may be created, one (1) of the three (3) Directors shall be selected by non-developer Co-Owners. When the required percentage level of conveyance has been reached, Developer shall notify the non-developer Co-Owners and request that they hold a meeting and elect the required Director. Upon certification to Developer by the Co-Owners of the Director so elected, Developer shall then immediately appoint such Director to the Board to serve until the First Annual Meeting unless such Director is removed pursuant to Section 11.7 of this Article or such Director resigns or becomes incapacitated.

11.2.3 Election of Directors At and After First Annual Meeting

11.2.3.1 Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non-developer Co-Owners of seventy-five percent (75%) of the Units that may be created, and before conveyance of ninety percent (90%) of such Units, the non-developer Co-Owners shall elect all Directors on the Board except that Developer shall have the right to designate at least one (1) Director as long as the Units that remain to be created and sold equal at least ten percent (10%) of all Units that may be created in the Project. Whenever the seventy-five percent (75%) conveyance level is achieved, a meeting of Co-Owners shall be promptly convened to effectuate this provision, even if the First Annual Meeting has already occurred.

11.2.3.2 Regardless of the percentage of Units which have been conveyed, upon the expiration of fifty-four (54) months after the first conveyance of legal or equitable title to a non-developer Co-Owner of a Unit in the Project, the non-developer Co-Owners have the right to elect a number of members of the Board of Directors equal to the percentage of Units they own, and Developer has the right to elect a number of members of the Board

of Directors equal to the percentage of Units which are owned by Developer. This election may increase, but shall not reduce, the minimum election and designation rights otherwise established in subsection 11.2.3.1. Application of this subsection does not require a change in the size of the Board of Directors.

11.2.3.3 If the calculation of the percentage of members of the Board of Directors that the non-developer Co-Owners have the right to elect under subsection 11.2.3.2, or if the product of the number of members of the Board of Directors multiplied by the percentage of Units held by the non-developer Co-Owners under subsection 11.2.2 results in a right of non-developer Co-Owners to elect a fractional number of members of the Board of Directors, then a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number, which number shall be the number of members of the Board of Directors that the non-developer Co-Owners have the right to elect. After application of this formula Developer shall have the right to elect the remaining members of the Board of Directors. Application of this subsection shall not eliminate the right of Developer to designate one (1) member as provided in subsection 11.2.3.1.

11.2.3.4 At the First Annual Meeting two (2) Directors shall be elected for a term of two (2) years and one (1) Director shall be elected for a term of one (1) year. At such meeting all nominees shall stand for election as one (1) slate and the two (2) persons receiving the highest number of votes shall be elected for a term of two (2) years and the one (1) person receiving the next highest number of votes shall be elected for a term of one (1) year. After the First Annual Meeting, the term of office (except for one (1) of the Directors elected at the First Annual Meeting for a one year term) of each Director shall be two (2) years. At each annual meeting held after the first, either one (1) or two (2) Directors shall be elected depending upon the number of Directors whose terms expire. The Directors shall hold office until their successors have been elected and hold their first meeting.

11.2.3.5 Once the Co-Owners have acquired the right hereunder to elect a majority of the Board of Directors, annual meetings of Co-Owners to elect Directors and conduct other business shall be held in accordance with the provisions of Article 9, Section 9.3 above.

11.2.3.6 Status of Units Conveyed to Residential Builders. For purposes of calculating the timing of events described in Article 10 above and this Section 11.2, the conveyance by the Developer of a Unit to a Residential Builder, whether or not the Residential Builder is affiliated with the Developer as defined by the Act, shall not be considered a sale to a non-Developer Co-Owner until such time as the Residential Builder conveys the Unit with a completed Residence on it or until the Unit contains a completed and occupied Residence.

Section 11.3 Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all acts and things as are not prohibited by the Condominium Documents or required thereby to be exercised and done by the Co-Owners.

Section 11.4 Other Duties. In addition to the foregoing duties imposed by these Bylaws or any further duties which may be imposed by resolution of the members of the Association, the Board of Directors shall be responsible specifically for the following:

11.4.1 To manage and administer the affairs of and to maintain the Condominium Project and the Common Elements thereof.

11.4.2 To levy and collect assessments from the members of the Association and to use the proceeds thereof for the purposes of the Association.

11.4.3 To carry insurance and collect and allocate the proceeds thereof.

11.4.4 To rebuild improvements to the Common Elements after casualty (subject to the provisions of the Condominium Documents).

11.4.5 To contract for and employ persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the Condominium Project.

11.4.6 To acquire, maintain and improve, and to buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property (including any Unit in the Condominium and easements rights-of-way and licenses) on behalf of the Association in furtherance of any of the purposes of the Association.

11.4.7 To borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes 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 also be approved by affirmative vote of seventy-five percent (75%) of all of the members of the Association.

11.4.8 To make rules and regulations in accordance with these Bylaws.

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

11.4.10 To enforce the provisions of the Condominium Documents.

Section 11.5 Management Agent. The Board of Directors may employ for the Association a professional management agent (which may include Developer or any person or entity related thereto) at reasonable compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Sections 11.3 and 11.4 of this Article, and the Board may delegate to such management agent any other duties or powers which are not by law or by the Condominium Documents required to be performed by or have the approval of the Board of Directors or the members of the Association. Notwithstanding the foregoing, a service contract which exists between the Association and the Developer or affiliates of the Developer and a management contract with the Developer or affiliates of the Developer is voidable by the Board of Directors of the Association on the transitional control date or within 90 days thereafter, and on 30 days' notice at any time thereafter for cause. To the extent that any management contract extends beyond 1 year after the transitional control date, the excess period under the contract may be voided by the Board of Directors by notice to the management agent at least 30 days before the expiration of the 1 year.

Section 11.6 Vacancies. Vacancies in the Board of Directors which occur after the Transitional Control Date caused by any reason other than the removal of a Director by a vote of the members of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum, except that Developer shall be solely entitled to fill the vacancy of any Director whom Developer is permitted in the first instance to designate. Each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association. Vacancies among

non-developer Co-Owner elected Directors which occur prior to the Transitional Control Date may be filled only through election by non-developer Co-Owners and shall be filled in the manner specified in Section 11.2.2 of this Article.

Section 11.7 Removal. At any regular or special meeting of the Association duly called with due notice of the removal action proposed to be taken, any one or more of the Directors may be removed with or without cause by the affirmative vote of more than fifty percent (50%) of all the Co-Owners, not just of those present, and a successor may then and there be elected to fill any vacancy thus created. The quorum requirement for the purpose of filling such vacancy shall be the normal thirty-five percent (35%) requirement set forth in Article 8, Section 8.4. Any Director whose removal has been proposed by the Co-Owners shall be given an opportunity to be heard at the meeting. The Developer may remove and replace any or all of the Directors selected by it at any time or from time to time in its sole discretion. Likewise, any Director selected by the non-developer Co-Owners to serve before the First Annual Meeting may be removed before the First Annual Meeting in the same manner set forth in this paragraph for removal of Directors generally.

Section 11.8 First Meeting. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board of Directors shall be present.

Section 11.9 Regular Meetings. Regular meetings of the Board of Directors may be held at such times and places as shall be determined from time to time by a majority of the Directors, but at least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally, by mail, telephone or facsimile at least ten (10) days prior to the date named for such meeting.

Section 11.10 Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) days' notice to each Director, given personally, by mail, telephone or facsimile which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of two (2) Directors.

Section 11.11 Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board of Directors shall be deemed a waiver of notice by the Director of the time and place thereof. If all Directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

Section 11.12 Quorum. At all meetings of the Board of Directors a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, less than a quorum is present, the majority of those present may adjourn the meeting to a subsequent time upon twenty-four (24) hours' prior written notice delivered to all Directors not present. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Director for purposes of determining a quorum.

Section 11.13 First Board of Directors. The actions of the first Board of Directors of the Association or any successors thereto selected or elected before the Transitional Control Date shall be binding upon the Association so long as such actions are within the scope of the powers and duties which may be exercised generally by the Board of Directors as provided in the Condominium Documents.

Section 11.14 Fidelity Bonds. The Board of Directors may require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds, insuring against theft, dishonesty, and other standard coverage of fidelity bonds. The premiums on such bonds shall be expenses of administration.

ARTICLE 12
OFFICERS

Section 12.1 Officers. The principal officers of the Association shall be a President, who shall be a member of the Board of Directors, a Secretary and a Treasurer. The Directors may appoint an Assistant Treasurer, and an Assistant Secretary, and such other officers as in their judgment may be necessary. Any two (2) offices except that of President may be held by one person.

12.1.1 President. The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the association and of the Board of Directors and shall have all the general powers and duties which are usually vested in the office of the President of an association, including, but not limited to, the power to appoint committees from among the members of the Association from time to time as the President may in the President's discretion deem appropriate to assist in the conduct of the affairs of the Association.

12.1.2 Secretary. 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; the Secretary shall have charge of the corporate seal, if any, and of such books and papers as the Board of Directors may direct; and the Secretary shall, in general, perform all duties incident to the office of the Secretary.

12.1.3 Treasurer. 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 in books belonging to the Association. The Treasurer shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, and in such depositories as may, from time to time, be designated by the Board of Directors.

Section 12.2 Election. The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board of Directors and shall hold office at the pleasure of the Board of Directors.

Section 12.3 Removal. 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 such officer's successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for such purpose. No such removal action may be taken, however, unless the matter shall have been included in the notice of such meeting. The officer who is proposed to be removed shall be given an opportunity to be heard at the meeting.

Section 12.4 Duties. The officers shall have such other duties, powers and responsibilities as shall, from time to time, be authorized by the Board of Directors.

Section 12.5 Electronic, Digital and Telephonic Participation. The Board of Directors may conduct its meetings by telephonic or other electronic or digital means of communication. Votes by the Board of Directors may also be conducted by digital, electronic, or telephonic communication.

ARTICLE 13
SEAL

The Association may (but need not) have a seal. If the Board of Directors determines that the Association shall have a seal then it shall have inscribed thereon the name of the Association, the words "corporate seal," and "Michigan."

ARTICLE 14
FINANCE

Section 14.1 Records. The Association shall keep detailed books of account showing all expenditures and receipts of administration which shall specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and the Co-Owners. Such accounts and all other Association records shall be open for inspection by the Co-Owners and their mortgagees during reasonable working hours. The Association shall prepare and distribute to each Co-Owner at least once a year a financial statement, the contents of which shall be defined by the Association. To the extent the Association has assets in excess of $20,000, the Association shall on an annual basis have its books, records and financial statements independently audited or reviewed by a certified public accountant as defined in Section 720 of the occupational code, 1980 PA 299, MCL 339.720. The audit or review shall be performed in accordance with the statements on auditing standards or the statements on standards for accounting and review services, respectively, of the American Institute of certified public accountants. Any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive a copy of such annual audited financial statement within ninety (90) days following the end of the Association's fiscal year upon request therefor. The costs of any such audit and any accounting expenses shall be expenses of administration. The Association may opt out of the requirement for an annual audit or review by a majority vote of the Unit Owners.

Section 14.2 Fiscal Year. The fiscal year of the Association shall be an annual period commencing on such date as may be initially determined by the Directors. The commencement date of the fiscal year shall be subject to change by the Directors for accounting reasons or other good cause.

Section 14.3 Bank. Funds of the Association shall be initially deposited in such bank or savings association as may be designated by the Directors and shall be withdrawn only upon the check or order of such officers, employees or agents as are designated by resolution of the Board of Directors from time to time. The funds may be invested from time to time in accounts or deposit certificates of such bank or savings association as are insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation and may also be invested in interest-bearing obligations of the United States Government.

ARTICLE 15
INDEMNIFICATION OF OFFICERS AND DIRECTORS

To the fullest extent permitted by Michigan Law, every Director and officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon such Director or officer in connection with any proceeding to which the Director or officer may be a party or in which the Director or officer may become involved by reason of being or having been a Director or officer of the Association, whether or not such office is held

at the time such expenses are incurred, except in such cases wherein the Director or officer is adjudged guilty of willful or wanton misconduct or gross negligence in the performance of duties; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors (with the Director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled. At least ten (10) days prior to payment of any indemnification which it has approved, the Board of Directors shall notify all Co-Owners thereof. Further, the Board of Directors is authorized to carry officers' and Directors' liability insurance covering acts of the officers and Directors of the Association in such amounts as it shall deem appropriate.

ARTICLE 16
AMENDMENTS

Section 16.1 By Developer**.** In addition to the rights of amendment provided to Developer in the various Articles of the Master Deed, Developer may, during the Construction and Sales Period and for a period of two (2) years following the expiration of the Construction and Sales Period, and without the consent of any Co-Owner, mortgagee or any other person, amend these Bylaws provided such amendment or amendments do not materially alter the rights of Co-Owners or mortgagees.

Section 16.2 Proposal**.** Amendments to these Bylaws may be proposed by the Board of Directors of the Association upon the vote of the majority of the Directors or may be proposed by one-third (1/3) or more in number of the Co-Owners by a written instrument identifying the proposed amendment and signed by the applicable Co-Owners.

Section 16.3 Meeting**.** If any amendment to these Bylaws is proposed by the Board of Directors or the Co-Owners, a meeting for consideration of the proposal shall be duly called in accordance with the provisions of these Bylaws.

Section 16.4 Voting**.** These Bylaws may be amended by the Co-Owners at any regular meeting or a special meeting called for such purpose by an affirmative vote of two thirds (2/3) or more of the total votes of all Co-Owners qualified to vote, as determined on a percentage of value basis. No consent of mortgagees shall be required to amend these Bylaws unless such amendment would materially alter or change the rights of such mortgagees, in which event the approval of two thirds (2/3) of all mortgagees of Units shall be required. Each mortgagee shall have one vote for each mortgage held. Notwithstanding anything to the contrary contained in this Article 16, during the Construction and Sales Period, these Bylaws shall not be amended in any way without the prior written consent of Developer.

Section 16.5 Effective Date of Amendment**.** Any amendment to these Bylaws shall become effective upon the recording of such amendment in the office of the Livingston County Register of Deeds.

Section 16.6 Binding Effect**.** A copy of each amendment to the Bylaws shall be furnished to every member of the Association after adoption; provided, however, that any amendment adopted in accordance with this Article 16 shall be binding upon all persons who have an interest in the Condominium Project irrespective of whether such persons actually receive a copy of the amendment. These Bylaws may not be amended in any manner to eliminate or conflict with any mandatory provision of the Act or any applicable law or provision of the Master Deed; nor may they be amended to materially reduce or eliminate the rights of any first mortgagees without the consent of the mortgagees affected.

ARTICLE 17
COMPLIANCE

The Association of Co-Owners and all present or future Co-Owners, tenants, or any other persons acquiring an interest in or using the facilities of the Project in any manner are subject to and shall comply with the Act, as amended, and the mere acquisition, occupancy or rental of any Unit or an interest therein or the utilization of or entry upon the Condominium Premises shall signify that the Condominium Documents are accepted and ratified. In the event the Condominium Documents conflict with the provisions of the Act, the Act shall govern.

ARTICLE 18
DEFINITIONS

All terms used herein shall have the same meaning as set forth in the Master Deed to which these Bylaws are attached as an Exhibit or as set forth in the Act.

ARTICLE 19
REMEDIES FOR DEFAULT

Any default by a Co-Owner shall entitle the Association or another Co-Owner or Co-Owners to the following relief:

Section 19.1 Legal Action. Failure to comply with any of the terms or provisions of the Condominium Documents shall be grounds for relief, which may include, without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien (if default in payment of assessment) or any combination thereof, and such relief may be sought by the Association or, if appropriate, by an aggrieved Co-Owner or Co-Owners.

Section 19.2 Recovery of Costs. In any proceeding arising because of an alleged default by any Co-Owner, 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 Co-Owner be entitled to recover such attorney's fees.

Section 19.3 Removal and Abatement. The violation of any of the provisions of the Condominium Documents shall also give the Association or its duly authorized agents the right, in addition to the rights set forth above, to enter upon the Common Elements, Limited or General, or into any Unit and the improvements thereon, where reasonably necessary, and summarily remove and abate, at the expense of the Co-Owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium Documents. The Association shall have no liability to any Co-Owner arising out of the exercise of its removal and abatement power authorized herein.

Section 19.4 Assessment of Fines. The violation of any of the provisions of the Condominium Documents by any Co-Owner shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines for such violations. No fine may be assessed unless rules and regulations establishing such fine have first been duly adopted by the Board of Directors of the Association and notice thereof given to all Co-Owners in the same manner as prescribed in Article 9, Section 9.5 of these Bylaws. Thereafter, fines may be assessed only upon notice to the offending Co-Owners as prescribed in said Article 9, Section 9.5, and an opportunity for such Co-Owner to appear before the Board no less than seven (7) days from the date of the notice and offer evidence in defense of the alleged violation. All fines duly assessed may be collected in the same manner as provided in Article 2 of these Bylaws. No fine shall be levied for the first violation. No fine shall exceed Twenty-Five

Dollars ($25.00) for the second violation, Fifty Dollars ($50.00) for the third violation or One Hundred Dollars ($100.00) for any subsequent violation.

Section 19.5 Collection. The fines levied pursuant to Section 19.4 above shall be assessed against the Co-Owner and shall be due and payable together with the regular Condominium assessment on the first of the next following month. Failure to pay the fine will subject the Co-Owner to all liabilities set forth in the Condominium Documents.

Section 19.6 Developer Exempt from Fines. The Association shall not be entitled to assess fines against the Developer during the Construction and Sales Period for any alleged violations of the Condominium Documents but shall be rely solely to its other legal remedies for redress of such alleged violations.

Section 19.7 Non-Waiver of Right. The failure of the association or of any Co-Owner 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 Co-Owner to enforce such right, provision, covenant or condition in the future.

Section 19.8 Cumulative Rights, Remedies and Privileges. All rights, remedies and privileges granted to the Association or any Co-Owner or Co-Owners 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 thus 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.

Section 19.9 Enforcement of Provisions of Condominium Documents. A Co-Owner may maintain an action against the Association and its officers and Directors to compel such persons to enforce the terms and provisions of the Condominium Documents. A Co-Owner may maintain an action against any other Co-Owner for injunctive relief or for damages or any combination thereof for noncompliance with the terms and provisions of the Condominium Documents or the Act.

ARTICLE 20
RIGHTS RESERVED TO DEVELOPER

Any or all of the rights and powers granted or reserved to Developer in the Condominium Documents or by law, including the right and power to approve or disapprove any act, use, or proposed action or any other matter or thing, may be assigned by it to any other entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its consent to the acceptance of such powers and rights and such assignee or transferee shall thereupon have the same rights and powers as herein given and reserved to Developer. Any rights and powers reserved or retained by Developer or its successors shall expire and terminate, if not sooner assigned to the Association, at the conclusion of the Construction and Sales Period as defined in Article 3 of the Master Deed. The immediately preceding sentence dealing with the expiration and termination of certain rights and powers granted or reserved to Developer is intended to apply, insofar as Developer is concerned, only to Developer's rights to improve and control the administration of the Condominium and shall not under any circumstances be construed to apply to or cause the termination and expiration of any real property rights granted or reserved to Developer or its successors and assigns in the Master Deed or elsewhere (including, but not limited to, access easements, utility easements and all other easements created and reserved in such documents which shall be governed only in accordance with the terms of their creation or reservation and not hereby).

ARTICLE 21
SEVERABILITY

In the event that any of the terms, provisions or covenants of these 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 Condominium Documents or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.

ENVIRONMENTAL IMPACT ASSESSMENT

LEGACY HILLS - PULTE HOMES OF MICHIGAN LLC

September 27, 2024 (Rev:09-27-24, 03-05-25)

Mr. Steve Allen
Director of Design Services
The Umlor Group
49287 West Road
Wixom MI, 48393

PROPERTY IDENTIFICATION: Pulte Homes intends to develop the combined properties located on the north side of Challis Road between Dorr Road and Bauer Road in Section 23. The proposed development includes four tax parcels 4711-23-300-003, 4711-23-400-001, 4711-23-400-007 & 4711-23-400-008. The property is currently zoned AG.

LEGACY HILLS OVERLL PROPERTY - GENOA TOWNSHIP – NO SCALE

DESCRIPTION OF PROJECT SITE: The combined property measures **127.57 *gross acres.*** The site is hilly and partially wooded separating potentially developable upland area at the westerly reaches of the property from the rest of the development. The property is bounded by a Railroad R/W to the North, Bauer Road to the East, Challis Road and an existing subdivision to the South, and residential parcels to the West. There are no defined water features, and the wetland is hydraulically connected to adjacent wetland as part of a larger system. There are no known sources of contamination and ruins of a former living structure was witnessed in the Southeast corner of the property.

IMPACT ON NATURAL FEATURES: The pre-development site is hilly and partially wooded with 32.25 acres of wetlands interspersed throughout the property**.** All wetlands except for approximately 2000 sf impacted for road construction will be preserved. Of the 127.57 gross acres 74.14 acres is proposed to remain as open Space as shown below in green, blue and yellow (see site plan for details). The Proposed Cluster PUD option allows for 58% of the property to remain as open space including over 26 acres of upland (see site plan). The preservation of vast, contiguous open space is a benefit to not only the future residents of Legacy Hills, but also the Township at large. Open space viewsheds, wildlife habitat, and the preserved natural environment benefit all Township residents. This is the principal benefit of the Cluster Residential PUD.

LEGACY HILLS CLUSTER PUD PLAN - GENOA TOWNSHIP – NO SCALE

IMPACT ON WETLANDS: The proposed road serving Units 13 thru 16 will cause approximately 0.04 ac of the 0.74 ac wetland to be filled for road construction**.** A permit from EGLE will be obtained for the fill and the amount filled will be mitigated.

All development storm water that will discharge to the wetlands will be filtered of sediment and impurities by sediment basins or mechanical treatment units prior to discharge. The stormwater discharge rate will be maintained at the historic agricultural rate to minimize downstream erosion and large flow fluctuations during storm events. All required EGLE wetland storm water discharge or fill permits will be obtained.

IMPACT ON STORM WATER MANAGEMENT: The pre-development site primarily drains to the Northwest into the existing wetland. We propose collecting runoff into a stormwater collection system and store in a sediment/detention basin prior to restricted releases into the existing wetland. Sediment and impurities will be removed from the storm water using one or more of the following measures: sediment basins, storm water treatment chambers, infiltration, or other acceptable BMP per the Livingston County Drain Commission and Genoa Township Engineering Standards.

IMPACT ON SURROUNDING LAND USES: The Township envisions this property to be Low Density Residential, in harmony with the existing surrounding land uses through its Master Plan. In keeping with the Master Plan we are proposing a Cluster PUD that results in overall approximately 0.5 Units/acre. The proposed low density will preserve the rural residential nature of this area of the township. A parallel plan has been provided to demonstrate that the cluster plan does not constitute an increase in density.

IMPACT ON PUBLIC FACILTIES AND SERVICES: We have received input from the Fire Marshall on the type of fire suppression and access that will be required. An emergency access drive is shown, and fire suppression hydrants and/or drywells will be included in the final plans. We have received site distance approvals for both entrances from Livingston County Road Commission. In keeping with the Township Master Plan we do not foresee any adverse impact on city services

IMPACT ON PUBLIC UTILITIES: Public Water and Sanitary Sewer are not available to these properties. Potable Water and Wastewater services will be supplied via on-site septic systems and individual wells installed to Livingston County Health Department standards for the anticipated 55 Units. Therefore, there will be no impact on city sewers and water capacity. We conducted more than 120 test holes and have received preliminary approval from LCHD on-site septic systems. A Hydrogeologic study has been conducted including test wells by MacDowell and Associates and there was adequate quantity and quality of water for individual potable water wells. Also, MacDowell found adequate flow for fire suppression wells.

STORAGE AND HANDLING OF ANY HAZARDOIUS MATERIALS: There are no known hazardous materials.

IMACT ON TRAFFIC AND PEDISTRIANS: A Low-Density Residential Development by its nature should not have any adverse impact on traffic and pedestrians in a rural setting. After a conceptual review by the traffic engineer it would appear that we do not meet the threshold for a traffic study. However, a traffic study according to Section 18.07.09 has been prepared, submitted, reviewed, and found to be satisfactory

by the Townships consultants. The LCRC has reviewed our entrances for site distance and traffic safety issues and approved our locations.

Attached:
LCHD Preliminary Septic Approval
LCHD Preliminary Well Approval
LCRC Site Distance Approvals

The Umlor Group
Stephen C. Allen - Design Services Director

LIVINGSTON COUNTY HEALTH DEPARTMENT

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The Umlor Group
Land Development Services
49287 West Road
Wixom, MI 48393

Mr. Biskner,

On March 20th, 21st, 25th and April 3rd 2024 soil evaluations were conducted on the property identified as parcel #'s 11-23-400-001, 11-23-400-007, & 11-23-400-008. The purpose of these soil evaluations was to identify suitable soils for the installation of onsite sewage disposal systems for a proposed site condo development identified as Legacy Hills. Approximately 140 soil borings were conducted with yourself, representative from Pulte Homes and myself present to witness. The majority on these soil borings, identified suitable soils for the placement of onsite sewage disposal systems. With that being said, further information is needed in order to approve this development.

Sincerely,

Aaron Aumock
Environmental Health Supervisor

Brian Biskner

From: Aaron Aumock <AAumock@livgov.com>
Sent: Thursday, June 27, 2024 10:04 AM
To: Brian Biskner
Subject: RE: 24-16485 Hydrogeological Study - Legacy Hills Development

Hi Brian,

The water supply evaluation report for proposed site condo development referred to as Legacy Hills satisfies the general guidelines used by the Livingston County Health Department to evaluate drinking water sources for proposed residential land divisions.

If you have any questions, please feel free to contact me.

Sincerely,

Aaron Aumock, REHS, PEM
Environmental Health Supervisor
Livingston County Health Department
2300 E. Grand River, Suite 102
Howell, MI 48843-7578
P: 517.552.6873
F: 517.546.9853
aaumock@livgov.com

LIVINGSTON COUNTY
Health Department

From: Brian Biskner <Bbiskner@umlorgroup.com>
Sent: Monday, June 10, 2024 4:47 PM
To: Aaron Aumock <AAumock@livgov.com>
Subject: [EXT] FW: 24-16485 Hydrogeological Study - Legacy Hills Development

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

Hi Aaron,

Please find the Hydro-Geo for Legacy Hills. It appears to be satisfactory.

Can you issue a statement similar to the soils statement?

Brian

LIVINGSTON COUNTY ROAD COMMISSION
LAND SPLIT / SIGHT DISTANCE REVIEW

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

Review Number **2405-008**

Recommended for Approval:
Yes

Date of Review:
6/6/2024

Inspector:
Kim Hiller

Property Owner and Applicant Information

Owner: **ASA GENOA**
Street Address: **31550 NORTHWESTERN HWY SUITE 22**
City, State, ZIP: **FARMINGTON HILLS, MI 48334**
Day Phone:

Applicant:
Company: **PULTE HOMES**
Address: **2800 LIVERNOIS ROAD, BLDG. D, SUITE 320**
City,State: **TROY MI, 48083**
Applicant Phone: **(248) 820-7306**

Location

Township: **Genoa** Section **23** Roadway On: **Old Challis** Side of Street: **North**
Approach Type: **Private Road** Development: **Legacy Hills**
Speed Limit (if posted): **45** Speed Factors (if any): **Cul-de-sac west of the approach, 3-way intersection to the east of the approach**

Comments:

An emergency access approach could be located at 380 feet west of the Old Challis and Bauer Road intersection. See the Permit Procedures guide book for further information.

Inspector: _____

Field Measurements: Location of existing property corners from nearest crossroad: **and feet West of Bauer**

Parcel	Prop/Emnt Corners	Access Point(s)	Sight Distance Req. Std	Min	Sight Distance Measured		S.D. Comply	CVA Comply	Neighbor Consent	Approve
Emergency Access Only		**380**	**500**		**120 West**	**380 East**	**Yes**	**Yes**	**No**	**Yes**

** This review is based on the survey/sketch provided to us at the time of application or during the review process. Any changes to property lines or driveway locations after the date of this review will void the review and may prevent approval or permits for any future driveway approaches.

LIVINGSTON COUNTY ROAD COMMISSION
LAND SPLIT / SIGHT DISTANCE REVIEW

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

Review Number **2405-007**

Property Owner and Applicant Information

Owner: **Asa Genoa**
Street Address: **31550 Northwestern Highway, Suite 220**
City, State, ZIP: **Farmington Hills, MI 48334**
Day Phone:

Applicant:
Company: **Pulte Homes of Michigan**
Address: **2800 Livernois Road, Bldg D, Suite 230**
City,State: **Troy MI, 48083**
Applicant Phone: **(248) 820-7306**

Recommended for Approval:
Yes

Date of Review:
5/23/2024

Inspector:
Kim Hiller

Location

Township: **Genoa** Section **23** Roadway On: **Challis Road** Side of Street: **North**
Approach Type: **Private Road** Development: **Legacy Hills**
Speed Limit (if posted): **45** Speed Factors (if any):

Comments:

A private road could be permitted 540 feet south of Grand Circle. A private road approach permit will need to be applied for.

Inspector: Kim Hiller

Field Measurements: Location of existing property corners from nearest crossroad: **and feet South of Grand Circle**

Parcel	Prop/Emnt Corners	Access Point(s)	Sight Distance Req. Std	Min	Sight Distance Measured		S.D. Comply	CVA Comply	Neighbor Consent	Approve
Private Road		**540**	**695**	**500**	**695 West**	**695 South**	**Yes**	**Yes**	**No**	**Yes**

** This review is based on the survey/sketch provided to us at the time of application or during the review process. Any changes to property lines or driveway locations after the date of this review will void the review and may prevent approval or permits for any future driveway approaches.

McDowell & Associates
Geotechnical, Environmental & Hydrogeological Services • Materials Testing & Inspection
21355 Hatcher Avenue • Ferndale, MI 48220
Phone: (248) 399-2066 • Fax: (248) 399-2157
www.mcdowasc.com

June 7, 2024

PulteGroup, Inc.
2800 Livernois Road
Building D – Suite 320
Troy, Michigan 48083

Job No. 24-16485

Attention: Mr. Paul Schyck

Subject: Hydrogeological Evaluation
Proposed Individual Water Wells
Legacy Hills Development
North of Challis Road and West of Bauer Road
Genoa Township, Livingston County, Michigan

Dear Mr. Schyck:

As requested, we have conducted a Hydrogeological Evaluation of the aquifer at the subject site relative to the feasibility of individual drinking water supply wells for the proposed residential development. This study was performed in general accordance with Michigan Department of Environment, Great Lakes and Energy (EGLE) "Subdivisions of Land Rules" and the requirements of Livingston County Health Department. Our findings are presented below and indicate that suitable quantities of water are available.

Site Location and Description

The site is situated in parts of the southeast corner of Section 23, Township 2 North, Range 5 East, Genoa Township in the southeast Quarter of Livingston County, Michigan. More specifically, the site is located adjacent to the northwest boundary of the City of Brighton on the north side of Challis Road and west of Bauer Road. The approximate site location is indicated on the accompanying Attachment I which is a reproduction of a portion of the Brighton Quadrangle USGS Topographic Map.

The site is approximately 127.5 acres in plan and with about 54% planned as open space. Ground surface levels appear to generally slope from about Elevation 1,022' on the southeastern portion of the site to Elevation 949'in the northwestern portions of the site. The site can be characterized as somewhat flat to rolling hills and surrounded by numerous lakes and wetlands. Baetcke Lake and East Crooked Lake are located within about 0.5 mile and 1.0 mile to the south and west of the site, respectively, at about Elevation 939' to Elevation 941'. Grand Beach Lake and Morse Lake are located about 1.0 mile and 1.2 mile to the north and northeast of the site at about Elevation 987' and Elevation 956', respectively. A man-made pond is located adjacent to southern boundary of the site.

Livingston County High Quality Natural Areas Assessment Report, 2022, indicates that the

majority of the nearly 500 lakes and ponds across Livingston County are found in the southeastern quadrant. The County's lakes range from very small ponds (less than an acre) to large lakes (greater than 300 acres) such as Woodland Lake and Lake Chemung which are located about 1.5 mile and 1.9 mile to the northeast and northwest of the site, respectively. In addition to that, Livingston County is situated in the upper reaches of four watersheds. The Red Cedar, the Looking Glass, and the Shiawassee Rivers begin in central Livingston County, and they flow to the north and west to join Grand River or Saginaw River. The fourth major river found in Livingston County is the Huron River. The Huron River begins in southwestern Oakland County and flows southwest into Livingston County. The southern half of Livingston County serves as a headwater's region for a number of high-quality creeks that drain into the Huron River including Ore Creek, Honey Creek, Hay Creek, and others. The principal source of recharge aquifers is precipitation that has infiltrated into the soils above the aquifers, either directly as it fell on the ground or indirectly via surface runoff and seepage from lakes and streams.

It is understood that the proposed development would have about 60 single-family residences. A minimum individual lot area will be 31,200 square feet. The lots would typically be about 120' to 140' wide by 260' to 315' or larger in length.

The accompanying Attachment II shows the proposed lots, numbered 1 through 60, superimposed on a topographic map of the site prepared by The Umlor Group dated February 9, 2024. Each lot is anticipated to have its own individual water supply well.

McDowell & Associates performed a Phase I Environmental Site Assessment (ESA) for the subject property on February 22, 2024. One site of environmental interest was identified within the ASTM-specified minimum search distance for a Phase I ESA. Reivew of EGLE records for that site showed petroleum contamination in shallow soil in the vicinity of a maintenance building approximately 1,000 feet from the site boundary. The accompanying Attachment III is a map of the site and adjacent sites showing no known sources of contamination within 800 feet of the development site.

Local Area Geology

The Livingston County Groundwater Mapping Project Report prepared by Livingston County Planning Department, 1993, indicates that that the county soils are generally poorly drained and predominantly composed of clays. However, in the east and southeast portions of the county, there are localized areas of sandy soils that allow rapid drainage. The Hydrogeologic Framework of the Michigan Basin Regional Aquifer System prepared by Westjohn and Weaver, 1998, indicates that the glacial aquifers in the Michigan Basin consist of sand and gravel that are part of a thick sequence of Pleistocene glacial deposits. With the available information, glacial lithologies cannot be regionally correlated in the subsurface. This is likely due to the lateral and vertical heterogeneity of glacial deposits that resulted from a complex sequence of Pleistocene glacial deposits.

The Southeastern Michigan Water Resources Study-Ground Water and Geology prepared by F.R. Twenter 1975, indicated that the glacial deposits in the east portion of Livingston County

thicken to about 250 feet and consist primarily of till and outwash deposits. Till and moraines are composed of a compilation of clay, silt, sand, gravel, and boulders and may contain lenses of outwash. The till is unstratified drift (e.g., material not organized into distinct layers), ice-transported, highly variable, and may consist of any range of particles from clay to boulders. Outwash is composed of sand and gravel. The presence and thickness of outwash declines in the southwestern and western portions of the county are noted (Twenter, 1975). Outwash is stratified drift composed of material organized into horizontal layers or bands, water-transported and consisting mainly of fine to coarse sand and gravel. Water from glacial deposits contains some iron (Twenter, 1975).

Based on the "Quaternary Geology of Southern Michigan" prepared by Farrand & Bell, 1982, the site is located in an area of end moraines of coarse-textured till and is bordered with areas of medium-textured glacial till at the northern boundaries of the site and areas of glacial outwash sand and gravel and postglacial alluvium located to the east of Bauer Road and to the south of Challis Road.

The Hydrogeologic Atlas of Michigan identifies bedrock in the area of the site as Coldwater Shale (WMU, 1981, Plate 6). Coldwater Shale consists of shale, sandstone, silt-stone, and carbonates. This is generally considered a confining unit and ranges in thickness from 500' to 1300' from east to west across the state (Westjohn and Weaver, 1996).

The Coldwater Shale contains more sandstone and silt-stone in the eastern portion of the basin and grades into more dolomitic deposits in the western portion of the basin. In general, the Coldwater Shale does not yield supplies of water except for localized, thin lenses of sandstone that may yield enough water for domestic uses (Twenter, 1975).

Surficial soil information published in The United States Department of Agriculture "Soil Survey of Livingston County, Michigan" (issued 1974) identifies the soils in the area as Fox-Boyer complex, and Washtenaw silt loam. The predominant soil, Fox-Boyer complex series, which covers about 70% of the site, is described as "Steep or hilly, well-drained, moderately coarse textured and coarse textured soils on moraines".

The site soils are interpreted as Fox- Boyer complex, 2 to 6 percent slopes (FrB); Fox- Boyer complex, 6 to 12 percent slopes (FrC), Fox- Boyer complex, 12 to 18 percent slopes (FrD), Fox-Boyer complex, 18 to 25 percent slopes (FrE), Fox- Boyer complex, 25 to 40 percent slopes (FrF), (FoA), Houghton muck, 0 to 1 percent slopes (HgtahA), Boyer- Oshtemo loamy sands, 2 to 6 percent slopes (BtB), Boyer- Oshtemo loamy sands, 6 to 12 percent slopes (BtC), Boyer- Oshtemo loamy sands, 12 to 18 percent slopes (BtD), Bronson loamy sand, 0 to 2 percent slopes (BwA), Carlisle muck, 0 to 2 percent slopes (CarabA), Gilford sandy loam, 0 to 2 percent slopes , gravelly subsoil (Gd), and Washtenaw silt loam (Wh). Soil series boundaries from the survey are layered onto a map and provided as Attachment IV.

Local Area Water Wells

Water well records were obtained from the EGLE website for an approximate one-quarter mile radius from the site. Eighty-nine (89) well logs were obtained from Sections 23, 24, 25, and 26. Logs were reviewed and are summarized in the following table.

Table I – Summary of Local Area Wells

Section	Number of Wells	Range of Completion Depths	Yield	Static Water Level Depths
23	61	45’ to 252’	10 to 157 gpm	6’ to 70’
24	6	98’ to 165’	Unknown to 1,800 gpm	14’ to 102’
25	3	43’ to 145’	13 to 165 gpm	12’ to 30’
26	19	54’ to 156’	18 to 75 gpm	15’ to 72’

The majority of the wells are associated with single-family residences with the following exception:

- (Well ID 47000008400- Type I – Brighton Well #4) located in Section 24 at about 0.25 mile northeast of the site and was drilled on March 18, 1989, and completed at a depth of 163.5’ below the ground surface. Ground surface elevation is approximately 956’. Well log indicates that except for upper half of the well, no impervious layer was presented immediately above the aquifer where the well was set. Static water level was at a depth of 14.17’ below the existing grade and the yield was at 1,522 gpm.

- (Well ID 47000008401- Type I – Brighton Well #5) located in Section 24 at about 0.25 mile northeast of the site and was drilled on May 10, 1996, and completed at a depth of 165’ below the ground surface. Ground surface elevation is approximately 961’. Well log indicates that except for upper 29’ portion of the well, no impervious layer was presented immediately above the aquifer where the well was set. Static water level was at a depth of 18.41’ below the existing grade and the yield was at 1,800 gpm.

- (Well ID 47000027922- Type I – Water Plant- City of Brighton) located in Section 24 at a distance about 0.25 mile northeast of the site and was drilled on November 5, 2001, and completed at a depth of 163’ below the ground surface. Ground surface elevation is approximately 955’. Well log indicates that except for upper portion of the well, no impervious layer was presented immediately above the aquifer where the well was set. Static water level was at a depth of 20.70’ below the existing grade and the yield was at 1,350 gpm.

- (Well ID 47000043293- Type II) located in Section 24 at a distance about 0.25 mile east of the site and was drilled on March 21, 1975, and completed at a depth of 113’ below the ground surface. Ground surface elevation is approximately 955’. Well log indicated penetration of 2’ in thickness clay soil immediately above the aquifer where the well was set. No information is available in the log regarding static water level and yield.

- (Well ID 47000008502- Type II) located in Section 25 at about 0.19 mile southeast of the site and was drilled on November 1, 1988, and completed at a depth of 145’ below the ground

surface. Ground surface elevation is approximately 975'. Well log indicated penetration of 23' in thickness clay soil immediately above the aquifer where the well was set. Static water level was at a depth of 30' below the existing grade and the yield was at 165 gpm.

- (Well ID 47000041257- Type II) located in Section 25 at about 0.19 mile southeast of the site and was drilled on January 20, 1973, and completed at a depth of 90' below the ground surface. Ground surface elevation is approximately 965'. Well log indicated penetration of 10' in thickness clay soil immediately above the aquifer where the well was set. Static water level was at a depth of 25' below the existing grade and no information is available in the log regarding the yield.

- (Well ID 47000031832- Other) located in Section 25 at about 0.21 mile southeast of the site and was drilled on December 1, 2014, and completed at a depth of 156' below the ground surface. Ground surface elevation is approximately 951'. Well log indicated penetration of 16' in thickness clay soil immediately above the aquifer where the well was set. Static water level was at a depth of 32' below the existing grade and the yield was at 380 gpm.

The reviewed logs appear to indicate that unconfined and semiconfined or leaky aquifers are present in the area. Heterogeneity and stratification or layering of different sedimentary units could result that individual layers may pinch out or they may be discontinuous due to faulting or sedimentary structures and the aquifers tend to communicate with one another.

Although many of the well logs indicated that the shallower wells were set in an unconfined aquifer, the shallower usable confined aquifer had wells completed at depths ranging from 45' to 80' below the ground surface and the deeper aquifer(s) appear to be at depths greater than about ninety feet 90'. Well ID 47000042889, which is drilled adjacent to western border of the site and set in the bedrock indicates that the bedrock surface may be at Elevation 720'.

The high-capacity community wells located about 0.25 mile east of the site at the City of Brighton- Challis Road and the other wells south of Challis Road and east of Bauer Road, suggests that extensive aquifer systems capable of establishing a suitable water supply system at the site.

Based on the descriptions provided on the logs, the approximate locations of the local nearby water wells were obtained from EGLE Water Well Viewer and plotted on the accompanying Attachment V. Please note that these locations were not field verified. Copies of the individual Water Well Records accompanying this report in Appendix D.

On-Site Test Wells

Five test wells, designated TW1 through TW5, were installed at the site by Brown Drilling Co., Inc. and Adam Well Drilling, Inc. Test well locations were staked by The Umlor Group on the proposed lots listed in the table below.

Table II –Well Locations

Test Well	Lot	Ground Surafce Elevation (ft.)
TW1	20	954.6
TW2	24	986.2
TW3	31	995.8
TW4	39	1022
TW5	2	985.0

The locations of the on-site test wells are depicted in the accompanying attachment V. Copies of the Water Well Records accompany this report in Appendix D.

Distances between wells were calculated based on the northing and easting coordinates provided by The Umlor Group and are summarized in the following table.

Table III –Summary of Distance Between Wells

	TW1	TW2	TW3	TW4	TW5
TW1	0	1,224’	1,753’	2,455’	750’
TW2	1,224’	0	529’	1,231’	474’
TW3	1,753’	529’	0	703’	1,003’
TW4	2,455’	1,231’	703’	0	1,706’
TW5	750’	474’	1,003’	1,706’	0

Each of the test wells were drilled using mud rotary methods and constructed using nominal 5” diameter PVC casings and 4” diameter stainless steel screens. Well completion depths and details of the screening are summarized below.

Table IV – Well Casing and Screening

Well	Completion Depth	Screen Length	Slot
TW1	110.0’	5.0’	15
TW2	118.0’	10.0’	7
TW3	119.0’	10.0’	7
TW4	118.0’	10.0’	15
TW5	159.0’	10.0’	12

Test Wells TW1 and TW5 logs reportedly penetrated at least 10’ or more of continuous clay soils immediately above the aquifer in which they were set. Test Wells TW2 and TW3 logs reportedly penetrated 2’ and 6’ of clay soil immediately above the aquifer in which they were set. Well log for TW4 indicated that except for the upper portion of the well, no impervious layer was encountered immediately above the aquifer where the well was set. The top of well screen is greater than 108’ below the ground surface and greater than 29’ below the top of the aquifer. This well could be

located in a region supplying water to the confined aquifer, which is known as a recharge area, where the confining bed rises to the surface and water enters a confined aquifer. The annulus around the casing at each test well was sealed with bentonite above the screen intervals.

Subsurface data obtained during the well drilling process indicate that there are two aquifers at the site. An unconfined aquifer appears to be located on the southeastern portion of the site which well TW4 is set.. A confined aquifer appears to be located on the remaining portions of the site and wells TW1, TW2, TW3, and TW5 are set in that aquifer. It is likely these aquifers communicate in some way at one or more locations, but we do not have adequate data to confirm the communication as drawdown responses were not noted at any of the wells during the pump testing process other than the pumped well.

Groundwater Flow Direction and Static Water Levels

Static water levels in the test wells were obtained prior to conducting pumping tests at the site. Static water levels were reported at depths ranging from 30.17’ to 78.03’ below existing grades, which correspond to elevations ranging from 924.4’ to 946.1’. All water level measurements are provided on the accompanying Tables 1.

Groundwater elevation contours were interpolated from static water level measurements and are presented in the accompanying Attachment VI. From these reported static levels, the groundwater flow direction was estimated to be in a northwest direction with a potentiometric gradient of approximately 0.017 feet per foot.

Well Pumping Tests

Constant rate pumping tests were performed by Brown Drilling, Inc. in each of the test wells from April 24 through May 14, 2024, with a single well pumped on each date to assess aquifer parameters. Water levels were measured by McDowell & Associates. The water level versus time data for each well are provided in the accompanying Tables 1. Each test well was pumped continuously for four hours with pumping rates between twenty gallons per minute (20 gpm) to thirty gallons per minute (30 gpm).

TW1 was pumped at 25 gpm and achieved a drawdown at completion of pumping of about 9.71’. Recovery time to within 0.50 foot from the static water level occurred about 90 minutes after cessation of pumping. No hydraulic response was observed at TW3.

TW2 was pumped at 20 gpm and achieved a drawdown at completion of pumping of about 19.64’. Recovery time to within 0.01 foot from the static water level occurred about 30 minutes after cessation of pumping. No hydraulic response was observed at TW3.

TW3 was pumped at 25 gpm and achieved a drawdown at completion of pumping of about 13.94’. Recovery time to static water level occurred about 20 minutes after cessation of pumping.

TW4 was pumped at 25 gpm and achieved a drawdown at completion of pumping of about 0.06’. Recovery time to within 0.01 foot from the static water level occurred about 25 minutes after cessation of pumping. No hydraulic response was observed in TW3.

TW5 was pumped at 30 gpm and achieved a drawdown at completion of pumping of about 2.72'. Recovery time to the static water level occurred about 30 minutes after cessation of pumping. No hydraulic response was observed at TW3.

The analytical method used for the evaluation of the site data was selected based upon the conceptual model of the drawdown or recovery responses.

Confined Aquifer

Cooper-Jacob Semi-Log, Straight-Line Approximation (Cooper and Jacob, 1946) and Theis (Recovery, 1935) were used as solution methods to estimate confined aquifer transmissivities based on the pumping and recovery data, receptively. The normalized drawdown and time data were plotted on semi-logarithmic scaled graphs and a linear regression line was fitted to the data. Aquifer test analysis software AQTESOLV V4.50 was used for curve fitting.

The estimated aquifer transmissivities based on the pumping data for confined aquifer were computed to range from about 3,089 to 12,190 gallons per day per foot (Figures 1 to 3 and 5).

Analyses of recovery data made at the conclusion of the pumping tests indicated that confined aquifer transmissivities were ranging from about 2,877 gallons per day per foot to 16,190 gallons per day per foot (Figures 6 to 8 and 10).

Unconfined Aquifer

(Cooper and Jacob, 1946) and (Tartakovsky and Newman, 2007) were used as solution methods to estimate unconfined aquifer transmissivities based on the pumping and recovery data, respectively. The normalized drawdown and time data were plotted on semi-logarithmic scaled graphs and a linear regression line was fitted to the data. Aquifer test analysis software AQTESOLV V4.50 was used for curve fitting.

The estimated aquifer transmissivity based on the pumping data for the unconfined aquifer was computed to be about 14,970 gallons per day per foot (Figure 4).

The estimated unconfined aquifer transmissivity based on the recovery data was computed about 15,830 gallons per day per foot (Figure 9).

Estimated aquifer transmissivities are summarized in the following table.

Table V – Summery of Aquifer Transmissivity

Test Well	Aquifer Type	Transmissivity (gallon/day/ft) Pumping Data	Transmissivity (gallon/day/ft) Recovery Data
TW1	Confined	3,089	2,877
TW2	Confined	4,340	7,093
TW3	Confined	6,645	6,167
TW4	Unconfined	14,970	15,830
TW5	Confined	12,190	16,190

In a single- well test, water level changes during pumping or recovery are measured in the well itself. The drawdown in a pumped well is influenced by well losses and well-bore storage. Well losses are divided into linear and non-linear head losses. Linear well losses are caused by damage to the aquifer during drilling and completion of the well. For example they comprise head losses: due to compaction of the aquifer material during the drilling process; due to plugging of the aquifer with drilling mud, which reduce the permeability near the bore hole; in the gravel pack; and in the screen. Non-linear well losses include friction losses that occur inside the well screen and in the suction pipe where the flow is turbulent, and the head losses that occur in the zone adjacent to the well where the flow is usually also turbulent. All these well losses are responsible for the drawdown inside the well being much greater than one would expect based on theoretical grounds. Therefore, the drawdown in most pumping wells is greater than the drawdown in the aquifer at the radius of the pumping well.

The computed aquifer transmissivities are considered to be lower than actual since they are based on measurements made inside the pumped well casing.

The storage coefficient can be expected to be overestimated from measurement of data from a single well pumping test due to well losses mentioned earlier inside the production well. This leads to high drawdowns on the plot of the straight line of time versus drawdown. Water recharged to, or discharged from, an aquifer represents a change in the storage volume with the aquifer. In a confined aquifer if the aquifer remains saturated, change in pressure produces only a small change in storage volume. Thus, the hydrostatic pressure within an aquifer partially supports the weight of the overburden while the solid structure of the aquifer provides the remaining support. Aquifers that contain lenses of clay or silt or are situated between confining beds of clay or silt consolidate slowly in response to a decline in hydraulic pressure, which results in overestimated storativity measured during the pumping test for a single well. If the aquifer is unconfined, the predominant source of water is from gravity drainage of the sediments through which the decline in the water table occurs. In an unconfined aquifer, the volume of water derived from expansion of the water and compression of the aquifer is negligible.

Kruseman and de Ridder outlined in “Analysis and Evaluation of Pumping Test Data” that the storativity values of saturated confined aquifers range from 0.00005 to 0.005, and the specific yield (unconfined storativity) values for unconfined aquifers range from 0.01 to 0.30. To provide a factor of safety to the collected data in the well interference calculations described below, lower storage coefficients will be utilized.

Estimated Radius of Influence

The radius of influence varies continuously during well use due to the imbalance between recharge and discharge. The water level in the well fluctuates with time until reaching a pseudo-equilibrium at which the drawdown within a certain distance is small. This seemingly stable situation needs long periods of time and in reality, is never reached. Several important differences exist between the cones of depression in confined and unconfined aquifers. Withdrawals from an unconfined aquifer result in drainage of water from the rocks through which the water table declines as the cone of depression forms. Dewatering occurs by simple gravity drainage toward the lowest point at the apex of the cone, the well. When pumping

ceases, the cone gradually fills up with water. Because the storage coefficient of an unconfined aquifer equals the specific yield of the aquifer material, the cone of depression expands very slowly. On the other hand, dewatering of the aquifer results in a decrease in transmissivity, which causes, in turn, an increase in drawdown both in the well and in the aquifer. Withdrawal from a confined aquifer causes a drawdown in artesian pressure but does not (normally) cause a dewatering of the aquifer. The water withdrawn from a confined aquifer is derived from expansion of the water and compression of the rock skeleton of the aquifer. The very small storage coefficient of confined aquifers results in a very rapid expansion of the cone of depression. Consequently, the mutual interference of expanding cones around adjacent wells occurs more rapidly in confined aquifers than it does in unconfined aquifers.

The following considers the estimated aquifer parameters, water usage of up to 600 gallon per day per household, and a flow rate of 20 gallon per minutes from the wells. Use of the Thiem equation or Cooper-Jacob Modified Non-Equilibrium Equation results in a maximum theoretical cone of depression or radius of influence from each pumped well as shown in the table below.

Table VI – Radius of Influence Based on Pumping Data Scenario

Test Well	Pumping	Time (day)	Water Demand (gallon/day/household)	Transmissivity (gallon/day/foot)	Storativity	Radius of Influence (ft.)
TW1	20 gpm	0.021	600	3,089	0.00005	620
TW2	20 gpm	0.021	600	4,340	0.00005	740
TW3	20 gpm	0.021	600	6,645	0.00005	910
TW4	20 gpm	0.021	600	14,970	-	1
TW5	20 gpm	0.021	600	12,190	0.00005	1,240

Table VII – Radius of Influence Based on Recovery Data Scenario

Test Well	Pumping	Time (day)	Water Demand (gallon/day/household)	Transmissivity (gallon/day/foot)	Storativity	Radius of Influence (ft.)
TW1	20 gpm	0.021	600	2,877	0.00005	600
TW2	20 gpm	0.021	600	7,093	0.00005	940
TW3	20 gpm	0.021	600	6,167	0.00005	910
TW4	20 gpm	0.021	600	15,830	-	1
TW5	20 gpm	0.021	600	16,190	0.00005	1,440

Well Interference Evaluation

It is understood that a water demand of 280 gallon per day was considered by The Umlor Group for each individual household. The long-term water demand is safely estimated as 150 gallon per day/person. Therefore, the average water demand is expected to be about 600 gallons per day per unit based on occupation of four (4) persons in each dwelling.

The well interference evaluation was based on the following:

1. Estimated lower transmissivity.
2. Cooper-Jacob Modified Non-Equilibrium Equation or Thiem Equilibrium Equation.
3. The assumption that each home will be occupied by four persons with a water demand of 600 gallons per day per household.
4. Probable maximum pumping rate scenario of 20 gpm for period of 30 minutes with simultaneous pumping.

Using the pumping scenario rate for the wells as shown above and based on the estimated maximum theoretical cone of depression, radius of influence, and interference effects for the proposed lots within that theoretical radius, along with assuming five feet (5') factor of safety above the top of the aquifer, pumping simultaneously would produce a drawdown of about:

Well at Lot 20 (TW1)

13.91', resulting in drawdown of static water level to a depth of 54.99' above the top of aquifer and about 55.99' above the top of the screen.

Well at Lot 24 (TW2)

33.24', resulting in drawdown of static water level to a depth of 2.86' above the top of aquifer and about 28.86' above the top of the screen.

Well at Lot 31 (TW3)

29.15', resulting in drawdown of static water level to a depth of 23.10' above the top of aquifer and about 25.10' above the top of the screen.

Well at Lot 39 (TW4)

0.05', resulting in drawdown of static water level to a depth of 29.95' above the top of the screen.

Well at Lot 2 (TW5)

12.18', resulting in drawdown of static water level to a depth of 91.92' above the top of aquifer and the top of the screen.

Well interference computations may be found on the accompanying Appendix B.

Groundwater Quality

Groundwater chemical and bacteriological tests were conducted on groundwater samples obtained from the wells. The samples were collected by an environmental scientist from McDowell & Associates and analyzed by Merit Laboratories, Inc. of East Lansing, Michigan for metals, partial chemistry, volatile organic compounds (VOCs), and per-and polyfluoroalkyl substances (PFAS).

Tests for coliform and E. coli bacteria were performed by Water Tech Laboratory. Results of bacteriological testing indicated coliform in samples collected from TW1 and TW5. Coliform and E. coli were not found in the remaining samples. Following treatment from Brown Drilling Company, McDowell & Associates' environmental personnel returned to the site on May 29, 2024 and June 4, 2024 to collect new samples from TW1 and TW5. Results obtained from June 4, 2024 indicated an absence of coliform and E. coli bacteria in the water samples.

Results were compared to the primary maximum contaminant levels (MCLs: enforceable standard concentrations indicating the highest permissible level of contaminants allowed in drinking water) and the secondary maximum contaminant levels (SMCLs: non-enforceable guidelines established to regulate contaminants that may cause cosmetic effects such as tooth or skin discoloration; aesthetic effects such as taste, odor or color of drinking water; or technical effects such as economic and operational considerations). Standard concentrations for drinking water contaminants were obtained from "Drinking Water Standards Regulations and Health Advisories" prepared by the United States Environmental Protection Agency March 2018, and "Subdivisions of Land Rules" prepared by EGLE January 2001.

Copies of the individual chemical and bacteriological test results accompany this report as Appendix C and are summarized in the following table in comparison to the MCLs and SMCLs.

With the exception of chloroform in TW2 and TW3, no VOCs were detected in the well water samples. The detected concentrations of chloroform (0.6 ug/L in each sample) were well below the Primary Maximum Contaminant Level of 80 ug/L.

No PFAS compounds (recommended list of 25 compounds) were detected in any of the well water samples.

Metals, traditional chemistry, and bacteria test results are summarized in the table below. Boldfaced values exceed SMCLs.

Table VIII – Results of Water Quality Testing

Compound	TW1	TW2	TW3	TW4	TW5	MCL	SMCL	Units
Metals								
Arsenic	0.003	ND	ND	ND	ND	0.010		mg/L
Barium	0.156	0.139	0.036	0.140	0.202	2		mg/L
Cadmium	ND	ND	ND	ND	ND	0.005		mg/L
Chromium	ND	ND	ND	ND	ND	0.1		mg/L
Copper	ND	ND	0.011	0.007	0.006	1.3	1.0	mg/L
Lead	ND	ND	ND	ND	ND	0.015		mg/L
Manganese	0.036	0.030	**0.054**	**0.108**	0.039		0.05	mg/L
Mercury	ND	ND	ND	ND	ND	0.002		mg/L
Selenium	ND	ND	ND	ND	ND	0.05		mg/L
Zinc	ND	0.006	0.016	0.013	0.013	2	5	mg/L

Compound	TW1	TW2	TW3	TW4	TW5	MCL	SMCL	Units
Traditional Chemistry								
Calcium	82.0	96.4	-	108	83.5			mg/L
Chloride	16.2	8.6	7.3	93.6	72.2		250	mg/L
Fluoride	ND	ND	ND	ND	ND	4.0	2.0	mg/L
Hardness as CaCO3	234	230	222	**299**	231		250	mg/L
Iron	**2.99**	**0.7**	**1.17**	**0.89**	**3.29**		0.3	mg/L
Magnesium	26.5	29.9	24.9	32.3	28.2		0.05	mg/L
Nitrate as N	ND	ND	ND	ND	ND	10		mg/L
Nitrite as N	ND	ND	ND	ND	ND	1		mg/L
Sodium	6.47	6.28	3.43	48.7	35.5		250	mg/L
Sulfate	15	22.9	16.4	37.5	27.2		250	mg/L
Bacteria								
Total Coliform	ND	ND	ND	ND	ND			Per 100 Ml
E. Coli	ND	ND	ND	ND	ND			

None of the test results exceeded the MCLs.

Comparing the test results to their respective SMCL values shows exceedance of the SMCL for iron in all wells, manganese in TW3 and TW4 and hardness in TW4. The remaining parameters were below their respective SMCL values.

Iron and manganese are metals that occur naturally in soil, rocks, and minerals in Michigan. In the aquifer, when groundwater comes into contact with these solid materials, it can dissolve them. This releases their constituents into the water. Iron and manganese are essential nutrients; however, at concentrations approaching 0.3 mg/L for iron and 0.05 mg/L for manganese, the water may be considered to be aesthetically-impacted due to affects to taste, color, and/or odor.

EGLE requires disinfection of a new water system before it is placed into service, which typically includes treatment with chlorine combined with proper well preparation and flushing. Sodium hypochlorite and calcium hypochlorite are the most common sources of chlorine used for disinfection of on-site water wells. In Michigan there is an abundance of calcium-based material in both drift and bedrock aquifers. Introducing a calcium hypochlorite solution into a calcium-rich aquifer can cause the formation of calcium carbonate (hardness). The degree of hardness concentration in groundwater has no known health effects on drinking water but is important for aesthetic acceptability by consumers and for technical effects. Hard water can cause numerous aesthetic problems and increases corrosion of household plumbing.

Conventional treatments will remove a variety of secondary contaminants. Treatments such as water softening may be preferred for reduction of iron, manganese and hardness. Water softener (ion exchange) devices are used in some households for reduction of iron, manganese,

and hardness from water. Chlorine is also an effective oxidizer and will cause iron and manganese to precipitate and provides protection from microbial contaminants. Local suppliers of water treatment devices should be consulted in order to select the best system for a given water supply.

Conclusion

Based on the readily available information and results of field and laboratory tests, it is our professional opinion that the tested aquifers at the site would be able to furnish a reliable quantity of water for the proposed development. The results of water quality tests show elevated concentrations of iron in each well, manganese in TW3 and TW4, and hardness in TW4 above SMCLs. Water softening/conditioning may be utilized to address these concentrations.

While each of the wells was successfully test pumped at twenty gallons per minute (20 gpm) to thirty gallons per minute (30 gpm), homogeneous aquifers seldom occur in nature. Most aquifers are stratified to some degree. Stratification of the aquifer can cause differences in horizontal and vertical hydraulic conductivity. We recommend that the individual wells be equipped for fifteen gallons per minute (15 gpm) pumping rate to address the anticipated stratification of the aquifers and potential additional drawdown that might occur at higher pumping rates.

If you have any questions or need additional information, please do not hesitate to call.

Very truly yours,

McDOWELL & ASSOCIATES

Ihsan Alajawaheri, P.E.
Staff Engineer

Douglas M. McDowell, M.S., P.E.
President

IA/DM/jl

FINAL R.P.U.D. SITE PLAN
LEGACY HILLS

SECTION 23, TOWN 2 NORTH, RANGE 5 EAST
GENOA TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN

ENGINEER/SURVEYOR

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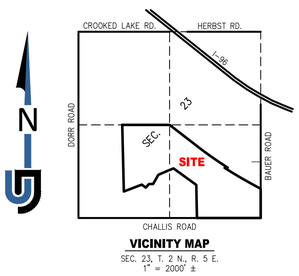
FARMINGTON HILLS, MI 48334

EISENBERG BRIGHTON GENOA, LLC
(F/K/A EISENBERG GENOA, LLC)
37000 GRAND RIVER AVE, SUITE 340
FARMINGTON HILLS, MI 48335

THE AREFIVE FAMILY LIMITED PARTNERSHIP
6505 LEGACY WOODS TRAIL
WEST BLOOMFIELD, MI 48322



VICINITY MAP
SEC. 23, T. 2 N., R. 5 E.
1" = 2000' ±

SHEET INDEX

1	COVER
2	EXISTING CONDITIONS PLAN
3	TREE SURVEY EAST
4	TREE SURVEY WEST
5	TREE SURVEY NORTH
6	OVERALL SITE PLAN
7	SITE PLAN NORTH
8	SITE PLAN SOUTH
9	UTILITY PLAN NORTH
10	UTILITY PLAN SOUTH
11	SESC PLAN
12	GRADING PLAN NORTH
13	GRADING PLAN SOUTH
14	LEGACY HILLS LANE STA 0+00 TO 14+50 P&P
15	LEGACY HILLS LANE STA 14+50 TO 22+50 P&P
16	LEGACY RIDGE WAY P&P
17	BLUE HERON COURT P&P
18	ACCESS AND SHARED DRIVE P&P
19	SHARED DRIVES P&P
20	INTERSECTION & CUL-DE-SAC PLAN
21	STORM DESIGN AND TRIBUTARY MAP
22	STORM SEWER PROFILES
23	STORM SEWER PROFILES 2
24	STORM SEWER PROFILES 3
25	STORM CONVEYANCE CALCULATIONS
26	STORMWATER MANAGEMENT PLAN
27	CHALLIS ROAD PATHWAY STA 00+00 – 8+50
28	CHALLIS ROAD PATHWAY STA 8+50 – 16+50
29	CHALLIS ROAD PATHWAY STA 16+50 – 22+33
30	ENTRANCE DETAIL
31	EMERGENCY VEHICLE PLAN
32	STANDARD DETAILS

REFERENCE

LANDSCAPE PLAN
ARCHITECTURAL DRAWINGS

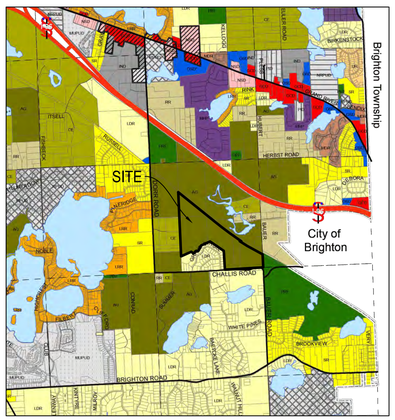
PARCEL TAX IDS

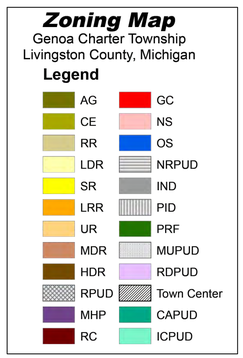
4711-23-300-003
4711-23-400-001
4711-23-400-007
4711-23-400-008

PARCEL ADDRESS: VACANT CHALLIS ROAD

GENOA TOWNSHIP ZONING MAP & LEGEND

EXISTING ZONING: AG
PROPOSED ZONING: LDR
FINAL ZONING: PUD





SEPTIC & WELL NOTE:

ONSITE SEPTIC AND INDIVIDUAL WELLS ARE PROPOSED TO SERVE EACH UNIT. WE HAVE CONCEPTUAL APPROVAL FOR WELL AND SEPTIC SYSTEMS FROM THE LCHD.

MORE THAN 120 TEST HOLES WERE COMPLETED CONFIRMING THE SOILS ARE SUITABLE TO SUPPORT ON SITE SEPTIC SYSTEMS.

A HYDRO-GEOLOGICAL ANALYSIS WAS PERFORMED BY MACDOWELL AND ASSOCIATES CONFIRMING ADEQUATE QUALITY AND QUANTITY OF WATER FOR INDIVIDUAL WELLS.

THE AQUIFER ALSO LIKELY YIELDED ADEQUATE FLOW CAPACITY FOR FIRE SUPPRESSION WELLS.

STORMWATER NOTE:

THE SITE GENERALLY DRAINS TO THE CENTRALLY LOCATED WETLAND AREA AND STORM WATER WILL BE DIRECTED TO A DETENTION BASIN WITH SEDIMENT REMOVED PRIOR TO THE REGULATED OUTLET INTO THE WETLAND.

LCDC NOTE:

LCDC HAS APPROVED THE SITE DISTANCE AND LOCATION OF THE MAIN ENTRANCE & EMERGENCY ACCESS ENTRANCE

GENERAL NOTES:

1) A H.O.A. WILL BE SETUP FOR MAINTENANCE.
2) CONSTRUCTION IMPROVEMENTS WILL BE SECURED BY A BOND.
3) ALL WATER SOFTENER REGENERATION SHALL BE DISCHARGED INTO A DRY WELL (SEE DETAIL ON SHEET 32)
4) TREES AND WOODLANDS WILL BE PRESERVED AS SHOWN ON THE SITE PLAN, OR REPLACED BY RESOLUTION OF THE TOWNSHIP BOARD.

PATHWAY NOTE:

ACTIVE RECREATIONAL COMPONENT

LEGACY HILLS INCLUDES A WALKING PATH TO THE NEW ROUNDABOUT THROUGH THE PUBLIC R.O.W. THE PATH BEGINS ON THE EAST SIDE OF THE GRAND CIRCLE DRIVE ENTRANCE AND END AT THE ROUNDABOUT.

DIMENSIONAL DEVIATIONS

DESRIPTION	REQUIRED	PUD PROVIDED
AREA FOR SEPTIC & WELL	43,560 S.F.	32,670 S.F.
CUL-DE-SAC LENGTH TO CENTER	1000 FT.	1020 FT.
WETLAND SETBACK	50 FT.	50 FT.*
MINIMUM LOT AREA-LDR	43,560 S.F.	32,670 S.F.
MINIMUM LOT WIDTH-LDR	150 FT.	115 FT.
MINIMUM SIDEYARD-LDR	30 FT.	20 FT.
SIDEYARD TOTAL-LDR	60 FT.	50 FT.

* Except where there is approved wetland impact, in those cases the proposed wetland buffer is less than 50' as noted on the construction documents.

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

811 Know what's below. Call before you dig.

CONSTRUCTION SITE SAFETY IS THE RESPONSIBILITY OF THE CONTRACTOR; NEITHER THE OWNER NOR THE ENGINEER SHALL BE EXPECTED TO ASSUME ANY RESPONSIBILITY FOR SAFETY OF THE WORK, OF PERSONS ENGAGED IN THE WORK, OF ANY NEARBY STRUCTURES, OR OF ANY OTHER PERSONS.

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LEGACY HILLS
CLIENT: PULTE HOMES OF MICHIGAN
2800 LIVERNOIS ROAD, BLDG. D, SUITE 320
TROY, MICHIGAN 48083

COVER

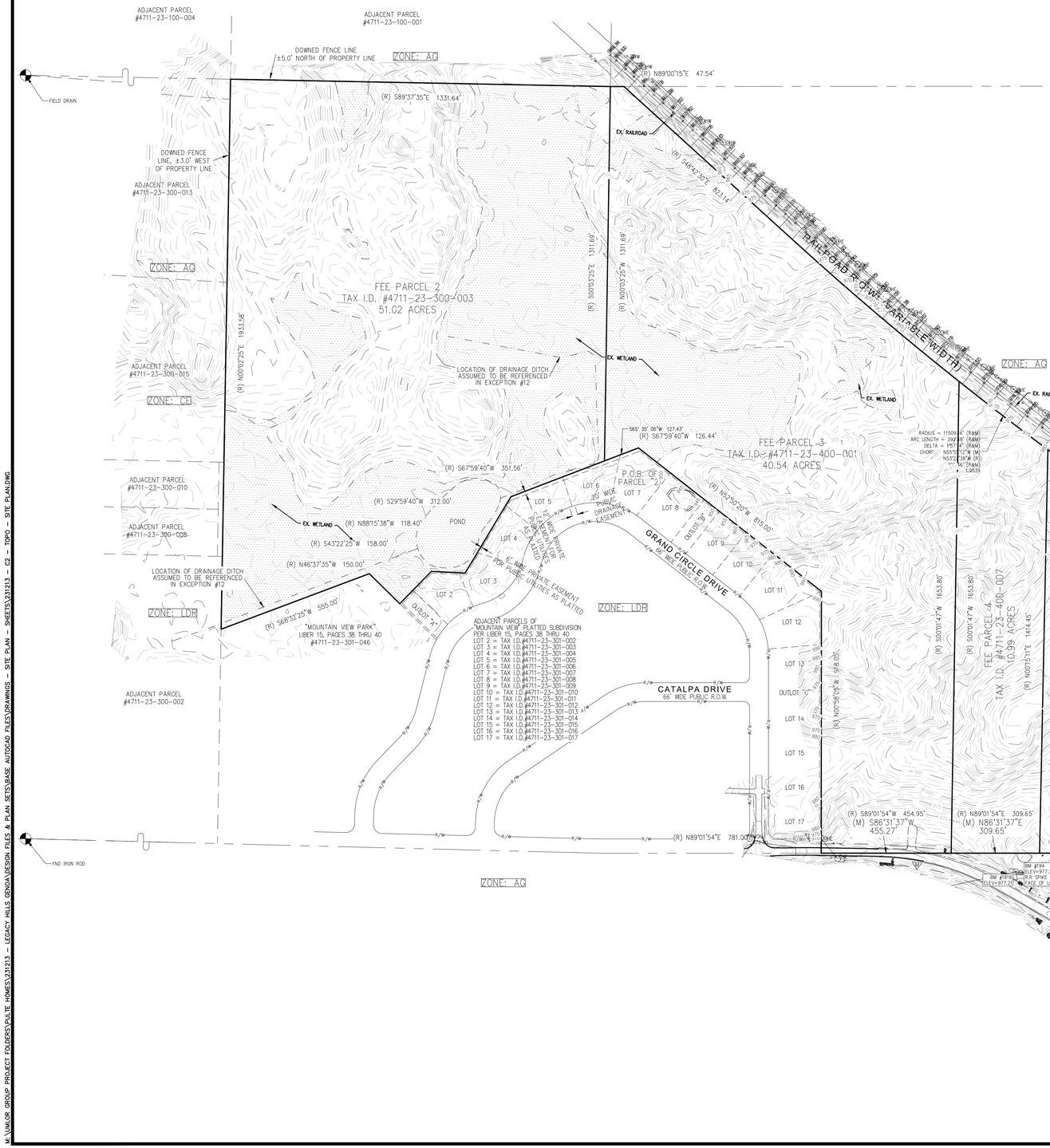
SECTION 23
T. 2 N., R. 5 E.
GENOA TOWNSHIP
LIVINGSTON CO., MICHIGAN

DATE: 5/12/2025

REVISIONS
7/22/2025

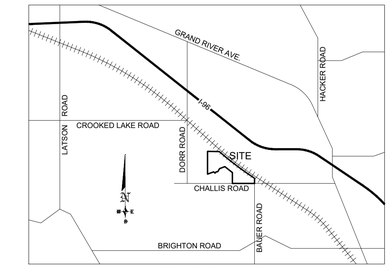
DR BY: DM/JT/SC
CK BY: SA/BB
P.M. MN
SCALE 0 100 200
1" = 200 FEET
JOB NO. 231213
SHEET NO. 1
SHEET 1 OF 32

M:\UMLOR GROUP PROJECT FOLDERS\PULTE HOMES\231213 - LEGACY HILLS GENOA\DESIGN FILES & PLAN SETS\BASE AUTOCAD FILES\DRAWINGS - SITE PLAN - SHEETS\231213 - C1 - COVER.DWG



LEGEND

SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION
956.5 x	EX. SPOT ELEVATION		EX. STEAM MANHOLE
952	EX. CONTOUR		EX. STEAM PIPE
	EX. ℄ DITCH	UNK	EX. UNKNOWN UNDERGROUND
WM	EX. WATER MAIN	UF	EX. UNDERGROUND FIBER
	EX. WATER METER	UC	EX. UNDERGROUND CABLE
	EX. WATER VALVE	OHT	EX. OVERHEAD TELEPHONE
	EX. HYDRANT	OHC	EX. OVERHEAD CABLE TV
W	EX. WATER MANHOLE	OHF	EX. OVERHEAD FIBER
W	EX. FRESHWATER WELL		EX. COMMUNICATION RISER
	EX. GATE VALVE IN WELL	CH	EX. COMMUNICATION HANDHOLE
SW	EX. STORM SEWER		EX. UTILITY POLE
DR	EX. STORM INLET/CATCH BASIN		EX. GUY ANCHOR
DR	EX. ROUND STORM CATCH BASIN		EX. LIGHT POLE
D	EX. STORM MANHOLE		EX. SIGN
	EX. STORM END SECTION	MB	EX. MAILBOX
	EX. STORM CULVERT		EX. FLAGPOLE
CS	EX. SANITARY SEWER	U	EX. UNKNOWN MANHOLE
S	EX. COMBINED SEWER		EX. MONITORING WELL
S	EX. SANITARY MANHOLE		EX. PROPERTY LINE
C	EX. COMBINED MANHOLE	R/W	EX. RIGHT-OF-WAY LINE
	EX. CLEAN OUT		EX. SECTION LINE
	EX. SANITARY VENT		EX. PARCELS
UG	EX. UNDERGROUND GAS		EX. EASEMENT
	EX. GAS VALVE		EX. CENTERLINE
G	EX. GAS METER		EX. WETLAND LIMITS
G	EX. GAS MANHOLE		EX. CURB/GUTTER
UT	EX. UNDERGROUND TELEPHONE		EX. FENCE
T	EX. TELEPHONE MANHOLE		EX. GUARDRAIL
T	EX. TELEPHONE RISER		FOUND IRON
UE	EX. UNDERGROUND ELECTRIC		FOUND PK NAIL
E	EX. ELECTRIC MANHOLE		FOUND CONC. MONUMENT
E	EX. ELECTRIC RISER		SET IRON ROD
TRANS	EX. ELECTRIC TRANSFORMER		SECTION CORNER
E	EX. ELECTRIC METER		POST
AC	EX. AIR CONDITIONER		BOLLARD
	EX. PUBLIC LIGHTING MH	(R)	RECORDED BEARING
PLE	EX. PUBLIC LIGHTING ELEC	(M)	MEASURED BEARING
OHE	EX. OVERHEAD ELECTRIC		EX. TREE (DECIDUOUS/CONIFER)
	EX. WATER MARKER		EX. TREELINE
	EX. GAS MARKER		EX. ASPHALT
	EX. ELEC. MARKER		EX. CONCRETE
	EX. TELE. MARKER		EX. GRAVEL
	EX. SAN. MARKER		



LOCATION MAP
NO SCALE

FEE PARCEL 1
TAX I.D. #4711-24-300-002
46.21 ACRES
(NOT PART OF PROPOSED LAND SALE)

LEGAL DESCRIPTION PER TITLE COMMITMENT

THE LAND IS DESCRIBED AS FOLLOWS: SITUATED IN THE TOWNSHIP OF GENOA, COUNTY OF LIVINGSTON, STATE OF MICHIGAN

FEE PARCEL 1
PART OF THE SOUTHWEST 1/4 OF SECTION 24, TOWN 2 NORTH, RANGE 5 EAST, TOWNSHIP OF GENOA, LIVINGSTON COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE CENTERLINE OF BAUER ROAD AND THE SECTION LINE, SAID POINT BEING NORTH 00 DEGREES 04 MINUTES 33 SECONDS WEST 863.80 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 24; THENCE NORTH 00 DEGREES 04 MINUTES 33 SECONDS WEST 1461.36 FEET ALONG THE CENTERLINE OF BAUER ROAD AND THE SECTION LINE; THENCE NORTH 89 DEGREES 35 MINUTES 45 SECONDS EAST 1342.09 FEET; THENCE SOUTH 00 DEGREES 10 MINUTES 36 SECONDS WEST 1213.73 FEET; THENCE NORTH 89 DEGREES 08 MINUTES 40 SECONDS WEST 550.66 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF THE OLD RAILWAY RIGHT OF WAY, AS VACATED, AND TO A POINT ON A CURVE; THENCE SOUTHEASTERLY 299.50 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 10 DEGREES 10 MINUTES 30 SECONDS, A RADIUS OF 1686.52 FEET AND A LONG CHORD BEARING SOUTH 48 DEGREES 02 MINUTES 55 SECONDS EAST 299.11 FEET TO THE P.T. OF THE CURVE; THENCE SOUTH 42 DEGREES 57 MINUTES 40 SECONDS EAST 1393.08 FEET ALONG SAID NORTHERLY RIGHT OF WAY LINE TO THE SECTION LINE AND CENTERLINE OF CHALLIS ROAD; THENCE NORTH 89 DEGREES 23 MINUTES 35 SECONDS WEST 663.70 FEET ALONG SAID SECTION LINE AND CENTERLINE OF CHALLIS ROAD TO THE NORTHERLY RIGHT OF WAY LINE OF THE EXISTING C & O RAILWAY; THENCE NORTH 54 DEGREES 56 MINUTES 45 SECONDS WEST 104.89 FEET TO THE P.C. OF A CURVE; THENCE NORTHWESTERLY 608.48 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 03 DEGREES 01 MINUTES 45 SECONDS, A RADIUS OF 11,509.20 FEET AND A LONG CHORD BEARING NORTH 56 DEGREES 27 MINUTES 37 SECONDS WEST 608.41 FEET TO A POINT ON THE CURVE; THENCE NORTH 32 DEGREES 01 MINUTES 30 SECONDS EAST 50.00 FEET TO A POINT ON A CURVE; THENCE NORTHWESTERLY 201.75 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 01 DEGREES 00 MINUTES 00 SECONDS, A RADIUS OF 11,559.20 FEET AND A LONG CHORD BEARING NORTH 58 DEGREES 28 MINUTES 30 SECONDS WEST 201.74 FEET TO THE P.T. OF THE CURVE; THENCE NORTH 58 DEGREES 58 MINUTES 30 SECONDS WEST 645.66 FEET ALONG SAID NORTHERLY RIGHT OF WAY LINE OF THE EXISTING C & O RAILWAY TO THE POINT OF BEGINNING. EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL: PART OF THE SOUTHWEST 1/4 OF SECTION 24, TOWN 2 NORTH, RANGE 5 EAST, TOWNSHIP OF GENOA, LIVINGSTON COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 24; THENCE NORTH 00 DEGREES 04 MINUTES 33 SECONDS WEST 863.80 FEET ALONG THE CENTERLINE OF BAUER ROAD AND THE WEST SECTION LINE; THENCE SOUTH 58 DEGREES 58 MINUTES 30 SECONDS EAST 645.66 FEET TO THE POINT OF BEGINNING; THENCE NORTH 44 DEGREES 02 MINUTES 15 SECONDS EAST 651.25 FEET; THENCE SOUTH 42 DEGREES 57 MINUTES 40 SECONDS EAST 1393.08 FEET; THENCE NORTH 89 DEGREES 23 MINUTES 35 SECONDS WEST 663.70 FEET ALONG THE SECTION LINE; THENCE NORTH 54 DEGREES 56 MINUTES 45 SECONDS WEST 104.89 FEET TO THE P.C. OF A CURVE; THENCE NORTHWESTERLY 608.48 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 03 DEGREES 01 MINUTES 45 SECONDS, A RADIUS OF 11,509.20 FEET AND A LONG CHORD BEARING NORTH 56 DEGREES 27 MINUTES 37 SECONDS WEST 608.41 FEET TO A POINT ON THE CURVE; THENCE NORTH 32 DEGREES 01 MINUTES 30 SECONDS EAST 50.00 FEET TO A POINT ON A CURVE; THENCE NORTHWESTERLY 201.75 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 01 DEGREES 00 MINUTES 00 SECONDS, A RADIUS OF 11,559.20 FEET AND A LONG CHORD BEARING NORTH 58 DEGREES 28 MINUTES 30 SECONDS WEST 201.74 FEET TO THE P.T. OF A CURVE AND THE POINT OF BEGINNING.

FEE PARCEL 2
PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 23, TOWN 2 NORTH, RANGE 5 EAST, TOWNSHIP OF GENOA, LIVINGSTON COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE NORTH AND SOUTH 1/4 LINE, SAID POINT BEING NORTH 00 DEGREES 03 MINUTES 25 SECONDS WEST 1376.04 FEET FROM THE SOUTH 1/4 CORNER OF SAID SECTION 23; THENCE SOUTH 67 DEGREES 59 MINUTES 40 SECONDS WEST 351.56 FEET; THENCE SOUTH 29 DEGREES 59 MINUTES 40 SECONDS WEST 312.00 FEET; THENCE NORTH 88 DEGREES 15 MINUTES 38 SECONDS WEST 118.40 FEET; THENCE SOUTH 43 DEGREES 22 MINUTES 25 SECONDS WEST 158.00 FEET; THENCE NORTH 46 DEGREES 37 MINUTES 35 SECONDS WEST 150.00 FEET; THENCE SOUTH 68 DEGREES 32 MINUTES 25 SECONDS WEST 555.00 FEET; THENCE NORTH 00 DEGREES 02 MINUTES 25 SECONDS EAST 1933.68 FEET; THENCE SOUTH 89 DEGREES 37 MINUTES 35 SECONDS EAST 1331.64 FEET ALONG THE EAST AND WEST 1/4 LINE TO THE CENTER OF SAID SECTION 23; THENCE SOUTH 00 DEGREES 03 MINUTES 25 SECONDS EAST 1311.69 FEET ALONG THE NORTH AND SOUTH 1/4 LINE TO THE POINT OF BEGINNING.

FEE PARCEL 3
PART OF THE SOUTHEAST 1/4 OF SECTION 23, TOWN 2 NORTH, RANGE 5 EAST, TOWNSHIP OF GENOA, LIVINGSTON COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 23; THENCE NORTH 89 DEGREES 01 MINUTES 54 SECONDS EAST 781.00 FEET ALONG THE SECTION LINE TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 58 MINUTES 05 SECONDS WEST 918.05 FEET; THENCE NORTH 52 DEGREES 50 MINUTES 20 SECONDS WEST 815.00 FEET; THENCE SOUTH 67 DEGREES 59 MINUTES 40 SECONDS WEST 126.44 FEET TO THE NORTH AND SOUTH 1/4 LINE; THENCE ALONG SAID NORTH AND SOUTH 1/4 LINE NORTH 00 DEGREES 03 MINUTES 25 SECONDS WEST 1311.69 FEET TO THE CENTER OF SAID SECTION 23; THENCE NORTH 89 DEGREES 00 MINUTES 15 SECONDS EAST 47.54 FEET ALONG THE EAST AND WEST 1/4 LINE TO THE SOUTHERLY RIGHT OF WAY LINE OF THE C. & O. RAILROAD; THENCE SOUTH 58 DEGREES 42 MINUTES 30 SECONDS EAST 823.14 FEET ALONG SAID RIGHT OF WAY LINE; THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE 741.63 FEET ON A CURVE TO THE LEFT HAVING A RADIUS OF 11,509.16 FEET AND A CHORD BEARING SOUTH 50 DEGREES 33 MINUTES 16 SECONDS EAST 741.50 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 47 SECONDS WEST 1653.80 FEET TO THE SOUTH LINE OF SAID SECTION 23; THENCE SOUTH 89 DEGREES 01 MINUTES 54 SECONDS WEST 454.95 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING.

FEE PARCEL 4
PART OF THE SOUTHEAST 1/4 OF SECTION 23, TOWN 2 NORTH, RANGE 5 EAST, TOWNSHIP OF GENOA, LIVINGSTON COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE CENTERLINE OF CHALLIS ROAD AND THE SECTION LINE, SAID POINT BEING NORTH 89 DEGREES 01 MINUTES 54 SECONDS EAST 1235.95 FEET FROM THE SOUTH 1/4 CORNER OF SAID SECTION 23; THENCE NORTH 89 DEGREES 01 MINUTES 54 SECONDS EAST 309.65 FEET ALONG THE SECTION LINE; THENCE NORTH 00 DEGREES 15 MINUTES 11 SECONDS EAST 1414.45 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF THE C & O RAILROAD; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE NORTHWESTERLY 392.48 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 01 DEGREES 57 MINUTES 14 SECONDS, A RADIUS OF 11,509.16 FEET AND A LONG CHORD BEARING NORTH 53 DEGREES 22 MINUTES 38 SECONDS WEST 392.46 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 47 SECONDS WEST 1653.80 FEET TO THE SOUTH SECTION LINE AND THE POINT OF BEGINNING.

FEE PARCEL 5
PART OF THE SOUTHEAST 1/4 OF SECTION 23, TOWN 2 NORTH, RANGE 5 EAST, TOWNSHIP OF GENOA, LIVINGSTON COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE CENTERLINE OF CHALLIS ROAD AND THE SECTION, SAID POINT BEING NORTH 89 DEGREES 01 MINUTES 54 SECONDS EAST 1545.60 FEET FROM THE SOUTH 1/4 CORNER OF SAID SECTION 23; THENCE NORTH 89 DEGREES 01 MINUTES 54 SECONDS EAST 1110.30 FEET ALONG THE SECTION LINE TO THE SOUTHEAST CORNER OF SAID SECTION 23; THENCE NORTH 00 DEGREES 04 MINUTES 33 SECONDS WEST 630.24 FEET ALONG THE CENTERLINE OF BAUER ROAD AND THE SECTION LINE TO THE SOUTHERLY RIGHT OF WAY LINE OF THE C & O RAILROAD; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE NORTH 58 DEGREES 58 MINUTES 30 SECONDS WEST 412.63 FEET TO THE P.C. OF A CURVE; THENCE NORTHWESTERLY 881.35 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 04 DEGREES 22 MINUTES 07 SECONDS, A RADIUS OF 11,559.16 FEET AND A LONG CHORD BEARING NORTH 56 DEGREES 47 MINUTES 27 SECONDS WEST 881.08 FEET TO THE P.T. OF THE CURVE; THENCE NORTH 89 DEGREES 01 MINUTES 15 SECONDS EAST 84.65 FEET TO THE P.C. OF A CURVE; THENCE NORTHWESTERLY 118.83 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 00 DEGREES 35 MINUTES 30 SECONDS, A RADIUS OF 11,509.16 FEET AND A LONG CHORD BEARING NORTH 54 DEGREES 39 MINUTES 00 SECONDS WEST 118.83 FEET; THENCE SOUTH 00 DEGREES 15 MINUTES 11 SECONDS WEST 1414.45 FEET TO THE SOUTH SECTION LINE AND THE POINT OF BEGINNING.

EASEMENT PARCEL
TOGETHER WITH THE RIGHTS AND EASEMENTS AS CREATED, LIMITED AND DEFINED IN ACCESS AND UTILITY EASEMENT AGREEMENT RECORDED IN LIBER 4330, PAGE 940, LIVINGSTON COUNTY RECORDS.

LEGAL DESCRIPTION NOTE

NO GAPS OR GORES EXIST BETWEEN THE SUBJECT PROPERTIES.

ROBERT QUENTON MAYNES PROFESSIONAL SURVEYOR No. 4001066210 STATE OF MICHIGAN REGISTERED PROFESSIONAL SURVEYOR

BENCHMARK

BENCHMARK #194 (NAVD 88)

LOCATED IN UTILITY POLE SOUTH OF CHALLIS ROAD. (AREA UNDER ONGOING ROAD CONSTRUCTION AS OF 8-25-24. RAIL ROAD SPIKE IN NORTH FACE OF SAID UTILITY POLE

ELEV: 977.25

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

811 Know what's below. Call before you dig.

CONSTRUCTION SITE SAFETY IS THE RESPONSIBILITY OF THE CONTRACTOR; NEITHER THE OWNER NOR THE ENGINEER SHALL BE EXPECTED TO ASSUME ANY RESPONSIBILITY FOR SAFETY OF THE WORK, OF PERSONS ENGAGED IN THE WORK, OF ANY NEARBY STRUCTURES, OR OF ANY OTHER PERSONS.

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THE UMLOR GROUP
49287 WEST ROAD WIXOM, MI 48393
TEL 248.773.7676 - FAX 866.690.4307

LEGACY HILLS

CLIENT: PULTE HOMES OF MICHIGAN
2800 LIVERNOIS ROAD, BLDG. D, SUITE 320
TROY, MICHIGAN 48083

SECTION 23 | T. 2 N., R. 5 E. | GENOA TOWNSHIP | LIVINGSTON CO., MICHIGAN

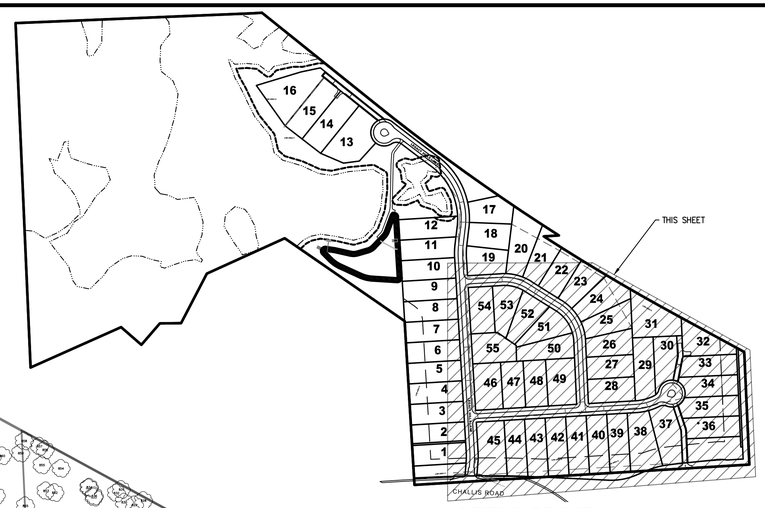
EXISTING CONDITIONS PLAN

DATE: 5/12/2025

REVISIONS
7/22/2025

DR BY: DM/JT/SC
CK BY: SA/BB
P.M.: MN
SCALE 0 100 200
1" = 200 FEET
JOB NO. 231213
SHEET NO. 2
SHEET 2 OF 32

M:\UMLOR GROUP PROJECT FOLDERS\PULTE HOMES\231213 - LEGACY HILLS GENOA\DESIGN FILES & PLAN SETS\BASE AUTOCAD FILES\DRAWINGS - SITE PLAN - SHEETS\231213 - C2 - TOPO - SITE PLAN.DWG



KEY MAP

1" = 400'

LEGACY RIDGE WAY

LEGACY HILLS LANE

BLUE HERON CT.

LOW AREA E

LOW AREA B

LOW AREA A

TEST PIT #4

WELL TO BE ABANDONED PER LCHD REQUIREMENTS

CHALLIS ROAD

NOTE:
SEE TREE LIST SUBMITTED AS ATTACHMENT

MATTHEW DORNAN
ISA CERTIFIED ARBORIST
MI-4463A

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SECTION 23
T. 2 N., R. 5 E.
GENOA TOWNSHIP
LIVINGSTON CO., MICHIGAN

DATE: 5/12/2025

REVISIONS
7/22/2025

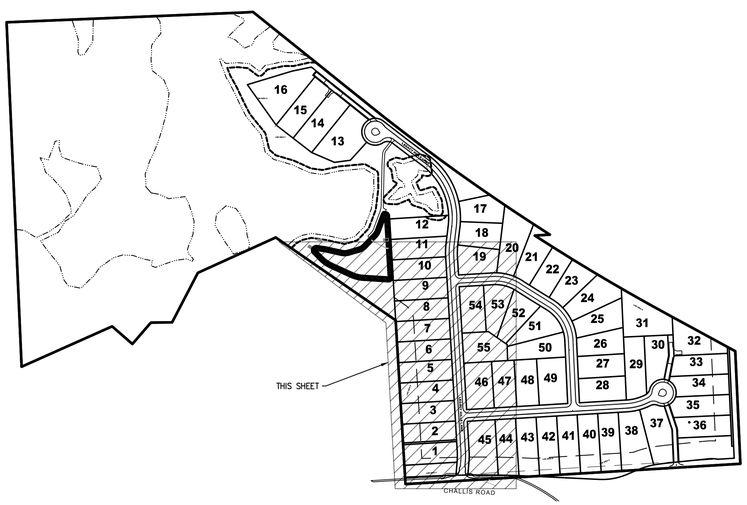
LEGACY HILLS

CLIENT:
PULTE HOMES OF MICHIGAN
2600 LIVERNOIS ROAD, BLDG. D, SUITE 320
TROY, MICHIGAN 48083

TREE SURVEY EAST

DR BY: DM/JT/SC
CK BY: SA/BB
P.M. MN
SCALE 0 30 60
1" = 60 FEET
JOB NO. 231213
SHEET NO. **3**
SHEET 3 OF 32

M:\UMLOR GROUP PROJECT FOLDERS\PULTE HOMES\231213 - LEGACY HILLS GENOA\DESIGN FILES & PLAN SETS\BASE AUTOCAD FILES\DRAWINGS - SITE PLAN - SHEETS\231213 - C3-5 - TREE SURVEY.DWG



KEY MAP

1" = 400'

NOTE:
SEE TREE LIST SUBMITTED AS ATTACHMENT

MATTHEW DORNAN
ISA CERTIFIED ARBORIST
MI-4463A

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SECTION 23
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GENOA TOWNSHIP
LIVINGSTON CO., MICHIGAN

DATE: 5/12/2025

REVISIONS
7/22/2025

LEGACY HILLS

CLIENT:
PULTE HOMES OF MICHIGAN
2800 LIVERNOIS ROAD, BLDG. D, SUITE 320
TROY, MICHIGAN 48083

TREE SURVEY WEST

DR BY: DM/JT/SC
CK BY: SA/BB
P.M. MN
SCALE 0 30 60
1" = 60 FEET
JOB NO. 231213
SHEET NO. **4**
SHEET 4 OF 32

M:\UMLOR GROUP PROJECT FOLDERS\PULTE HOMES\231213 - LEGACY HILLS GENOA\DESIGN FILES & PLAN SETS\BASE AUTOCAD FILES\DRAWINGS - SITE PLAN - SHEETS\231213 - C3-5 - TREE SURVEY.DWG

KEY MAP

1" = 400'

NOTE:
SEE TREE LIST SUBMITTED AS ATTACHMENT

CERTIFIED ARBORIST ISA

MATTHEW DORNAN
ISA CERTIFIED ARBORIST
MI-4463A

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DATE: 5/12/2025

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7/22/2025

CLIENT:
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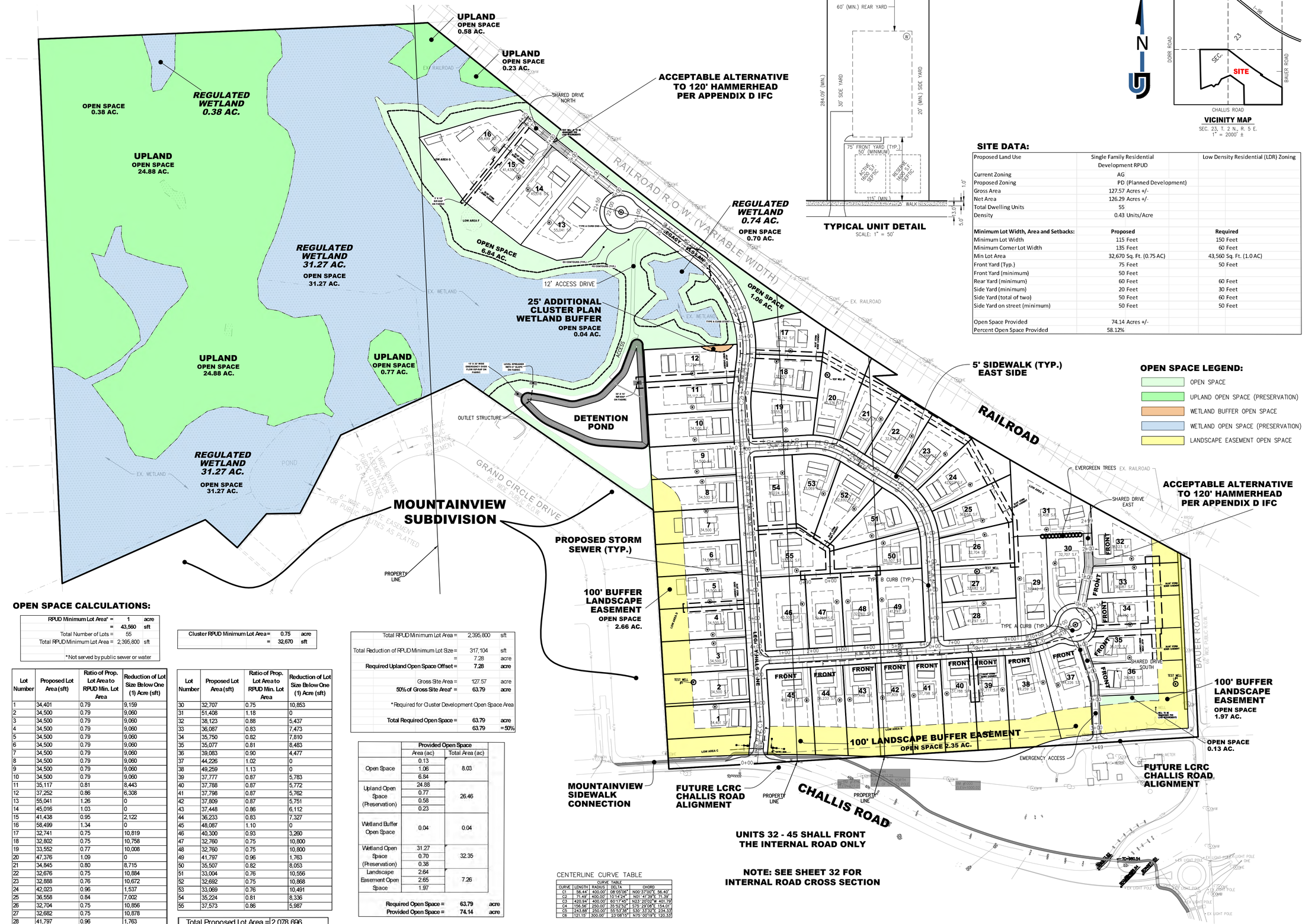
PULTE HOMES OF MICHIGAN
2800 LIVERNOIS ROAD, BLDG. D, SUITE 320
TROY, MICHIGAN 48083

TREE SURVEY NORTH

DR BY: DM/JT/SC
CK BY: SA/BB
P.M. MN
SCALE 0 30 60
1" = 60 FEET
JOB NO. 231213
SHEET NO. **5**
SHEET 5 OF 32

M:\UMLOR GROUP PROJECT FOLDERS\PULTE HOMES\231213 - LEGACY HILLS GENOA\DESIGN FILES & PLAN SETS\BASE AUTOCAD FILES\DRAWINGS - SITE PLAN - SHEETS\231213 - C3-5 - TREE SURVEY.DWG



SITE DATA:

Proposed Land Use	Single Family Residential Development RPUD	Low Density Residential (LDR) Zoning
Current Zoning	AG	
Proposed Zoning	PD (Planned Development)	
Gross Area	127.57 Acres +/-	
Net Area	126.29 Acres +/-	
Total Dwelling Units	55	
Density	0.43 Units/Acre	
Minimum Lot Width, Area and Setbacks:	**Proposed**	**Required**
Minimum Lot Width	115 Feet	150 Feet
Minimum Corner Lot Width	135 Feet	60 Feet
Min Lot Area	32,670 Sq. Ft. (0.75 AC)	43,560 Sq. Ft. (1.0 AC)
Front Yard (Typ.)	75 Feet	50 Feet
Front Yard (minimum)	50 Feet	
Rear Yard (minimum)	60 Feet	60 Feet
Side Yard (minimum)	20 Feet	30 Feet
Side Yard (total of two)	50 Feet	60 Feet
Side Yard on street (minimum)	50 Feet	50 Feet
Open Space Provided	74.14 Acres +/-	
Percent Open Space Provided	58.12%	

OPEN SPACE LEGEND:

- OPEN SPACE
- UPLAND OPEN SPACE (PRESERVATION)
- WETLAND BUFFER OPEN SPACE
- WETLAND OPEN SPACE (PRESERVATION)
- LANDSCAPE EASEMENT OPEN SPACE

OPEN SPACE CALCULATIONS:

RPUD Minimum Lot Area* =	1	acre
=	43,560	sft
Total Number of Lots =	55	
Total RPUD Minimum Lot Area =	2,395,800	sft

*Not served by public sewer or water

Cluster RPUD Minimum Lot Area =	0.75	acre
=	32,670	sft

Total RPUD Minimum Lot Area =	2,395,800	sft
Total Reduction of RPUD Minimum Lot Size =	317,104	sft
=	7.28	acre
Required Upland Open Space Offset =	7.28	acre
Gross Site Area =	127.57	acre
50% of Gross Site Area* =	63.79	acre

*Required for Cluster Development Open Space Area

Total Required Open Space =	63.79	acre
	63.79	=50%

Lot Number	Proposed Lot Area (sft)	Ratio of Prop. Lot Area to RPUD Min. Lot Area	Reduction of Lot Size Below One (1) Acre (sft)
1	34,401	0.79	9,159
2	34,500	0.79	9,060
3	34,500	0.79	9,060
4	34,500	0.79	9,060
5	34,500	0.79	9,060
6	34,500	0.79	9,060
7	34,500	0.79	9,060
8	34,500	0.79	9,060
9	34,500	0.79	9,060
10	34,500	0.79	9,060
11	35,117	0.81	8,443
12	37,252	0.86	6,308
13	55,041	1.26	0
14	45,016	1.03	0
15	41,438	0.95	2,122
16	58,499	1.34	0
17	32,741	0.75	10,819
18	32,802	0.75	10,758
19	33,552	0.77	10,008
20	47,376	1.09	0
21	34,845	0.80	8,715
22	32,676	0.75	10,884
23	32,888	0.76	10,672
24	42,023	0.96	1,537
25	36,558	0.84	7,002
26	32,704	0.75	10,856
27	32,682	0.75	10,878
28	41,797	0.96	1,763
29	39,442	0.91	4,118

Lot Number	Proposed Lot Area (sft)	Ratio of Prop. Lot Area to RPUD Min. Lot Area	Reduction of Lot Size Below One (1) Acre (sft)
30	32,707	0.75	10,853
31	51,408	1.18	0
32	38,123	0.88	5,437
33	36,087	0.83	7,473
34	35,750	0.82	7,810
35	35,077	0.81	8,483
36	39,083	0.90	4,477
37	44,226	1.02	0
38	49,259	1.13	0
39	37,777	0.87	5,783
40	37,788	0.87	5,772
41	37,798	0.87	5,762
42	37,809	0.87	5,751
43	37,448	0.86	6,112
44	36,233	0.83	7,327
45	48,087	1.10	0
46	40,300	0.93	3,260
47	32,760	0.75	10,800
48	32,760	0.75	10,800
49	41,797	0.96	1,763
50	35,507	0.82	8,053
51	33,004	0.76	10,556
52	32,692	0.75	10,868
53	33,069	0.76	10,491
54	35,224	0.81	8,336
55	37,573	0.86	5,987

Total Proposed Lot Area =	2,078,696

	Provided Open Space	
	Area (ac)	Total Area (ac)
Open Space	0.13	8.03
	1.06	
	6.84	
Upland Open Space (Preservation)	24.88	26.46
	0.77	
	0.58	
	0.23	
Wetland Buffer Open Space	0.04	0.04
Wetland Open Space (Preservation)	31.27	32.35
	0.70	
	0.38	
Landscape Easement Open Space	2.64	7.26
	2.65	
	1.97	
Required Open Space =	63.79	acre
Provided Open Space =	74.14	acre

CENTERLINE CURVE TABLE

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	CHORD
C1	56.44'	400.00'	08°05'06"	N00°37'00"E 56.40'
C2	71.49'	400.00'	10°14'24"	N01°41'39"E 71.39'
C3	420.94'	400.00'	60°17'45"	N23° 20'02"W 401.79'
C4	156.56'	250.00'	35°52'52"	S75° 29'08"E 154.01'
C5	243.88'	250.00'	55°53'38"	S30° 33'32"E 234.33'
C6	121.15'	300.00'	23°08'15"	N75° 00'19"E 120.33'

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SECTION 23
T. 2 N., R. 5 E.
GENOA TOWNSHIP
LIVINGSTON CO., MICHIGAN

DATE: 5/12/2025
REVISIONS
7/22/2025

LEGACY HILLS

CLIENT: PULTE HOMES OF MICHIGAN
2800 LIVERNOIS ROAD, BLDG. D, SUITE 320
TROY, MICHIGAN 48083

OVERALL SITE PLAN

DR BY: DM/JT/SC
CK BY: SA/BB
P.M.: MN
SCALE 0 75 150
1" = 150 FEET
JOB NO. 231213
SHEET NO. 6
SHEET 6 OF 32

M:\UMLOR GROUP PROJECT FOLDERS\PULTE HOMES\231213 - LEGACY HILLS GENOA\DESIGN FILES & PLAN SETS\BASE AUTOCAD FILES\DRAWINGS - SITE PLAN - SHEETS\231213 - 06-9 - SITE PLANNING

RAILROAD R.O.W. (VARIABLE WIDTH)

LEGACY HILLS LANE

SHARED DRIVE & TEE TURNAROUND PER IFC

WELL TO BE ABANDONED PER LCHD REQUIREMENTS

TEST WELL #1 TO BE ABANDONED PER LCHD REQUIREMENTS

NO OVERNIGHT PARKING SIGN (TYP.)

SHARED DRIVEWAY NORTH (26 FT WIDTH) (30 FT ROW)

16 58,499 S.F. FF: 73.50 BFF: 64.13 WALKOUT

15 41,438 S.F. FF: 76.70 BFF: 67.33 WALKOUT

14 45,076 S.F. FF: 76.70 BFF: 67.33 WALKOUT

13 55,041 S.F. FF: 74.90 BFF: 65.53 WALKOUT

30.00' STORM SEWER EASEMENT

20.00' STORM SEWER EASEMENT

PRIVATE CONC. DRIVE

344.57' GRASS

LOW AREA G

NATURAL LOW AREA G
(PER LCDC DRAINAGE RULE 2.3.2.C.1)
STORAGE FROM ELEV. 951.0 TO 953.0
EMERGENCY OVERFLOW ELEV. 953.9

LOW AREA F

NATURAL LOW AREA F
(PER LCDC DRAINAGE RULE 2.3.2.C.1)
STORAGE FROM ELEV. 951.0 TO 953.0
EMERGENCY OVERFLOW ELEV. 953.5

WETLAND BOUNDARY (TYP.)

25' WETLAND SETBACK (TYP.)

ADDITIONAL CLUSTER 25' SETBACK (TYP.)

ACCESS DRIVE

POND ACCESS

PROPOSED DETENTION BASIN

12 37,262 S.F. FF: 73.05 BFF: 63.98 WALKOUT

11 35,117 S.F. FF: 78.53 BFF: 69.18 WALKOUT

10 34,500 S.F. FF: 83.70 BFF: 73.43 WALKOUT

9 34,500 S.F. FF: 86.40 BFF: 77.03 WALKOUT

17 32,741 S.F. FF: 73.20 BFF: 63.83 STANDARD

18 32,802 S.F. FF: 79.60 BFF: 70.23 WALKOUT

19 33,552 S.F. FF: 86.10 BFF: 76.73 WALKOUT

20 47,376 S.F. WALKOUT FF: 83.20 BFF: 73.83

21 34,845 S.F. WALKOUT FF: 86.00 BFF: 76.63

22 32,676 S.F. WALKOUT FF: 92.20 BFF: 82.83

23 32,888 S.F. WALKOUT FF: 96.00 BFF: 86.63

TEST WELL #2

30.00' STORM SEWER EASEMENT

49.00' STORM SEWER EASEMENT

GRAND CU... 66' W...

MATCH LINE PG.8

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SECTION 23 | T. 2 N., R. 5 E. | GENOA TOWNSHIP | LIVINGSTON CO., MICHIGAN

DATE: 5/12/2025

REVISIONS
7/22/2025

LEGACY HILLS

CLIENT: PULTE HOMES OF MICHIGAN
2800 LIVERNOIS ROAD, BLDG. 5, SUITE 320
TROY, MICHIGAN 48083

SITE PLAN NORTH

DR BY: DM/JT/SC
CK BY: SA/BB
P.M. MN
SCALE 0 30 60
1" = 60 FEET
JOB NO. 231213
SHEET NO. 7
SHEET 7 OF 32

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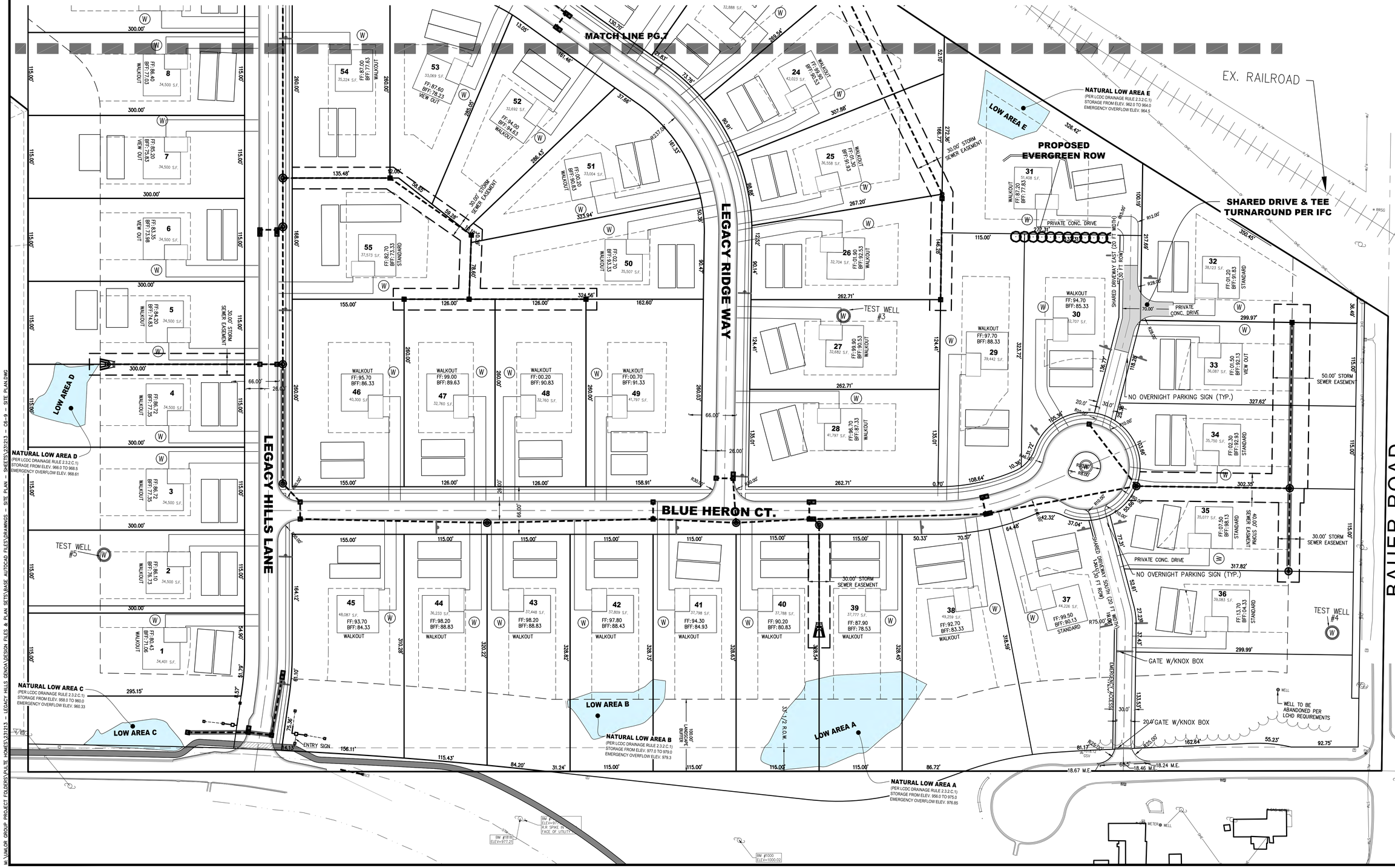

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7/22/2025

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CLIENT: PULTE HOMES OF MICHIGAN
2800 LIVERNOIS ROAD, BLDG. D, SUITE 320
TROY, MICHIGAN 48083

SITE PLAN SOUTH

DR BY: DM/JT/SC
CK BY: SA/BB
P.M.: MN
SCALE 0 30 60
1" = 60 FEET
JOB NO. 231213
SHEET NO. 8
SHEET 8 OF 32

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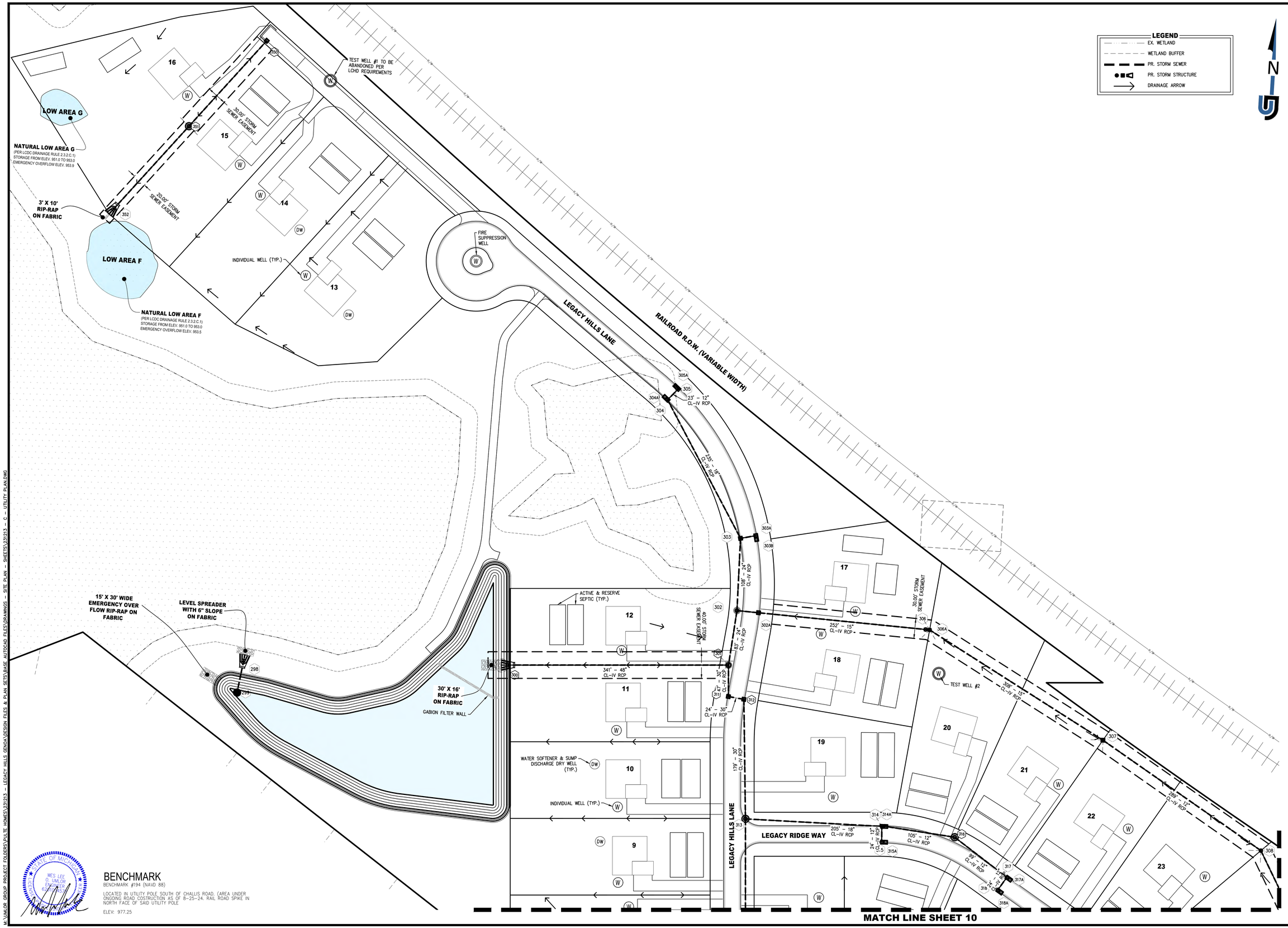

BENCHMARK

BENCHMARK #194 (NAVD 88)

LOCATED IN UTILITY POLE SOUTH OF CHALLIS ROAD. (AREA UNDER ONGOING ROAD CONSTRUCTION AS OF 8–25–24. RAIL ROAD SPIKE IN NORTH FACE OF SAID UTILITY POLE

ELEV: 977.25

STATE OF MICHIGAN — WES LEE O. UMLOR — ENGINEER — REGISTERED

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DATE: 5/12/2025

REVISIONS
7/22/2025

LEGACY HILLS

CLIENT: **PULTE HOMES OF MICHIGAN**
2800 LIVERNOIS ROAD, BLDG. 0, SUITE 320
TROY, MICHIGAN 48083

UTILITY PLAN NORTH

DR BY: DM/JT/SC
CK BY: SA/BB
P.M. MN
SCALE 0 30 60
1" = 60 FEET
JOB NO. 231213
SHEET NO. **9**
SHEET 9 OF 32

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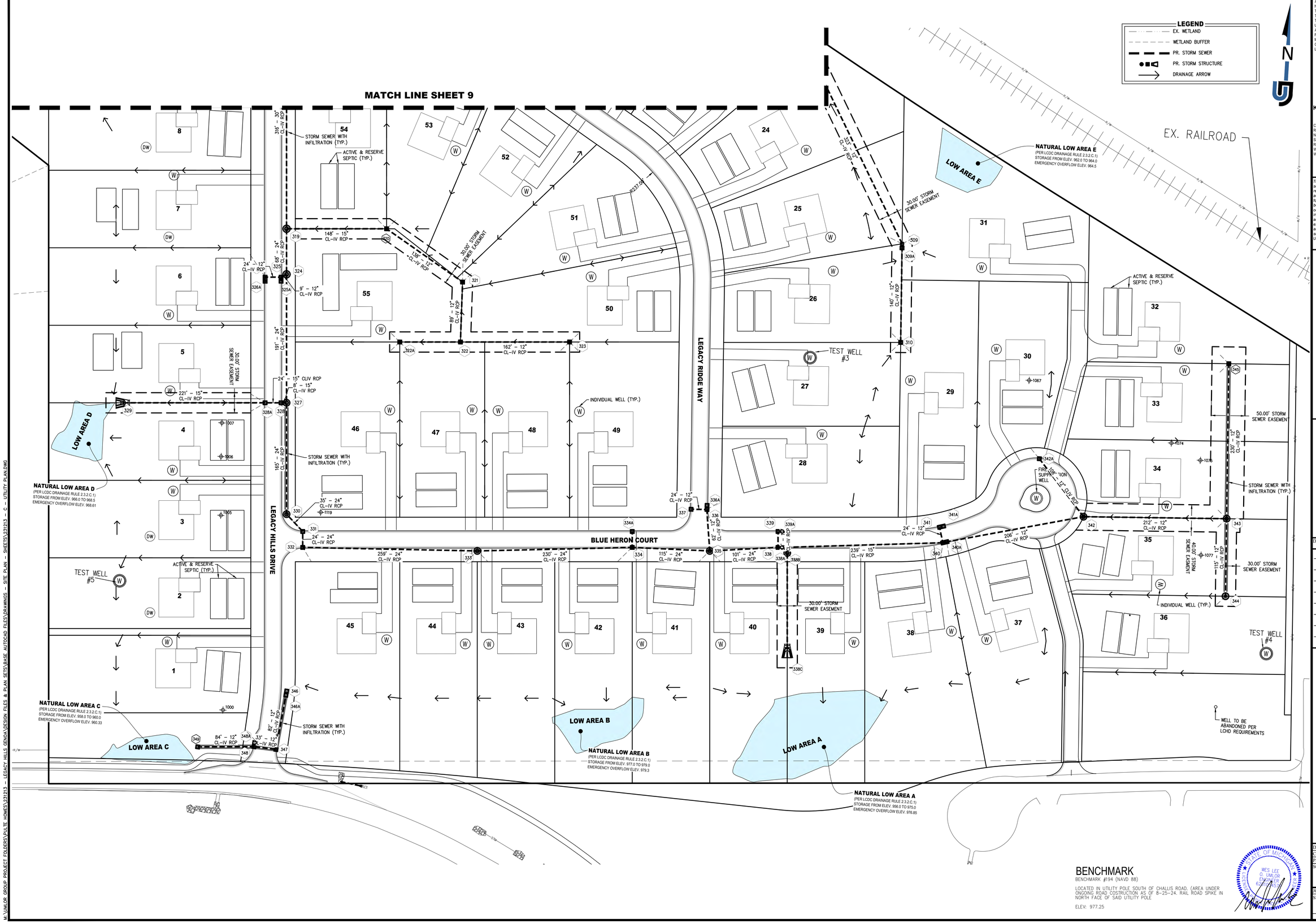

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BENCHMARK #194 (NAVD 88)

LOCATED IN UTILITY POLE SOUTH OF CHALLIS ROAD, (AREA UNDER ONGOING ROAD CONSTRUCTION AS OF 8-25-24. RAIL ROAD SPIKE IN NORTH FACE OF SAID UTILITY POLE

ELEV: 977.25

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DATE: 5/12/2025

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CLIENT: **PULTE HOMES OF MICHIGAN**
2800 LIVERNOIS ROAD, BLDG. 5, SUITE 320
TROY, MICHIGAN 48083

UTILITY PLAN SOUTH

DR BY: DM/JT/SC
CK BY: SA/BB
P.M. MN
SCALE 0 30 60
1" = 60 FEET
JOB NO. 231213
SHEET NO. **10**
SHEET 10 OF 32

WES LEE O. UMLOR ENGINEER 62001 STATE OF MICHIGAN REGISTERED PROFESSIONAL ENGINEER

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SOIL EROSION AND SEDIMENTATION NOTES:

A. ALL EROSION AND SEDIMENTATION CONTROL WORK SHALL CONFORM TO THE CURRENT STANDARDS AND SPECIFICATIONS OF LIVINGSTON COUNTY.
B. DAILY INSPECTIONS SHALL BE MADE BY THE CONTRACTOR FOR EFFECTIVENESS OF EROSION AND SEDIMENTATION CONTROL MEASURES. ANY NECESSARY REPAIRS SHALL BE PERFORMED WITHOUT DELAY.
C. EROSION AND ANY SEDIMENTATION FROM WORK ON THIS SITE SHALL BE CONTAINED WITHIN THE WORK AREA AND NOT ALLOWED TO COLLECT ON ANY OFF-SITE AREAS OR IN WATERWAYS. WATERWAYS INCLUDE BOTH NATURAL AND MAN-MADE OPEN DITCHES, STREAMS, STORM DRAINS, LAKES, PONDS, AND WETLANDS.
D. THE CONTRACTOR SHALL APPLY TEMPORARY EROSION AND SEDIMENTATION CONTROL MEASURES AS DIRECTED ON THESE PLANS AND WHERE OTHERWISE REQUIRED BY THE WORK. THE CONTRACTOR SHALL REMOVE TEMPORARY MEASURES AS SOON AS PERMANENT STABILIZATION OF SLOPES, DITCHES, AND OTHER CHANGES HAVE BEEN ACCOMPLISHED.
E. SOIL EROSION CONTROL PRACTICES WILL BE ESTABLISHED IN EARLY STAGES OF CONSTRUCTION BY THE CONTRACTOR. SEDIMENT CONTROL PRACTICES WILL BE APPLIED AS A PERIMETER DEFENSE AGAINST ANY TRANSPORTING OF DIRT OFF THE WORK AREA.
F. THE CONTRACTOR SHALL PROTECT AND PRESERVE OFF-SITE NATURAL VEGETATION.
G. PROTECT ALL EXISTING TREES, INCLUDING THEIR BRANCHES AND ROOTS, FROM DAMAGE DUE TO THIS WORK UNLESS SPECIFICALLY IDENTIFIED FOR REMOVAL.
H. STABILIZATION OF ALL DISTURBED AREAS SHALL BE ESTABLISHED USING THE APPROPRIATE VEGETATION WITHIN 5 DAYS OF COMPETITION OF FINAL GRADING.
I. THE CONTRACTOR SHALL SWEEP THE EXISTING STREETS SURROUNDING THE PROJECT SITE AS NEEDED.
J. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DUST CONTROL AND SHALL PROVIDE ALL EQUIPMENT AND MATERIAL TO KEEP DUST IN CHECK AT ALL TIMES. THE CONTRACTOR SHALL RESPOND IMMEDIATELY TO ANY AND ALL COMPLAINTS.
K. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE NPDES PERMIT AND ENSURING COMPLIANCE WITH ALL APPLICABLE PERMIT REGULATIONS, INCLUDING BUT NOT LIMITED TO, INSPECTION, RESTORATION, AND RECORD KEEPING REQUIREMENTS. REPORTS FROM THE CERTIFIED STORM WATER OPERATOR SHALL BE MADE AVAILABLE TO LIVINGSTON COUNTY

ADDITIONAL SESC NOTES:

1. DETENTION/RETENTION/SEDIMENTATION PONDS SHALL BE EXCAVATED, TOP SOILED, SEEDED, MULCHED AND TACKED PRIOR TO THE START OF EARTH DISRUPTION
2. PRIOR TO THE COMPLETION OF THE PROJECT, THE STONE AROUND THE STAND PIPE STRUCTURE SHALL BE REFRESHED WITH CLEAN STONE.
3. TOTAL AREA TO BE DISTURBED: 53.19 ACRES.

SEQUENCE OF CONSTRUCTION FOR SOIL EROSION CONTROL

1. ATTEND A PRE-CONSTRUCTION MEETING WITH HARTLAND TOWNSHIP.
2. INSTALL SILTATION FENCE, OUTLET FILTERS, AND CONSTRUCTION ACCESS ROAD AS SHOWN ON THE SOIL EROSION CONTROL PLAN.
3. STRIP AND STOCKPILE TOPSOIL.
4. CONSTRUCT DETENTION BASIN AND INSTALL STORM SEWER PIPE, STRUCTURES AND SOIL STABILIZATION WITHIN SEDIMENT BASIN. (PERMANENT)
5. MASS GRADE AS REQUIRED.
6. INSTALL SANITARY SEWERS AND WATER MAINS.
7. COMPLETE STORM SEWER INSTALLATION; IMMEDIATELY INSTALL STONE FILTERS ON ALL CATCH BASINS AND INLETS. (TEMPORARY)
8. INSTALL ALL PUBLIC UTILITIES COMPLETE (GAS, ELECTRIC, TELEPHONE, AND CABLE TV).
9. INSTALL ALL PAVEMENT.
10. INSTALL SILTATION FENCE ALONG ROADSIDES WHERE YARDS SLOPE TOWARD ROADS. (TEMPORARY)
11. REPAIR AND/OR REPLACE ALL LOW POINT CATCH BASIN FILTERS AS NEEDED.(TEMPORARY)
12. FINISH GRADE, REDISTRIBUTE TOP SOIL, AND ESTABLISH VEGETATION ON ALL DISTURBED GROUND AREAS. COMPLETE LANDSCAPING. PRIOR TO INDIVIDUAL LOT DEVELOPMENT, ALL AREAS BETWEEN SIDEWALKS AND ROADS NEED TO BE PERMANENTLY STABILIZED.
13. CLEAN PAVEMENT AND STORM SEWERS OF ALL SEDIMENT.
14. REMOVE TEMPORARY SOIL EROSION CONTROL MEASURES AFTER PERMANENT VEGETATION HAS BEEN ESTABLISHED.
15. IT IS THE RESPONSIBILITY OF THE DEVELOPER TO INSURE THAT ALL SOIL EROSION CONTROL MEASURES ARE INSTALLED AND MAINTAINED.
16. HARTLAND TOWNSHIP OR ITS AGENT SHALL INSPECT ALL SOIL EROSION CONTROL MEASURES. UPON THEIR DIRECTION, ADDITIONAL MEASURES SHALL BE CONSTRUCTED OR MAINTENANCE WORK SHALL BE PERFORMED TO ASSURE PROPER EROSION AND SEDIMENTATION CONTROL. REMOVAL OF CONTROL MEASURES MAY ONLY TAKE PLACE ONE ENTIRE SITE IS FULLY STABILIZED.
17. DUST MUST BE CONTROLLED AT ALL TIMES.
18. ALL MUD TRACKED ON PUBLIC ROADS AND INTERIOR ROADS SHALL BE REMOVED DAILY.

MAINTENANCE REQUIREMENTS

- STREET SCRAPING (DAILY)
- STREET SWEEPING (WEEKLY MINIMUM)
- STRUCTURAL SEDIMENT CONTROLS (SILT FENCE, INLET FILTERS, SEDIMENT TRAPS) INSPECT AND MAINTAIN ON A WEEKLY BASIS UNTIL SITE IS STABILIZED. RECORD SITE CONDITIONS AND NECESSARY REPAIRS IN A LOGBOOK ONCE A WEEK AND WITHIN 24 HOURS AFTER A STORM EVENT IF REQUIRED BY THE NPDES PERMIT (5 ACRES OR GREATER IN SIZE).

SEEDING, FERTILIZER AND MULCH RARE GROUND RATIO

- TOP SOIL — 3" IN DEPTH
- GRASS SEED — 217.84 LBS PER ACRE
- FERTILIZER — 150 LBS PER ACRE
- STRAW MULCH — 3" IN DEPTH (ALL MULCHING MUST HAVE A TIE DOWN) (ASPHALT TACKIFIER, NET BINDING, ETC.)
- HYDROSEEDING IS NOT ACCEPTABLE FOR SLOPES EXCEEDING 1%, IN SUCH CASES STABILIZATION SHALL BE DONE WITH SEED AND STRAW MULCH WITH A TACKIFIER.

3	STABILIZED CONSTRUCTION ENTRANCE	POINT OF ENTRANCE/EXIT TO THE CONSTRUCTION SITE THAT IS STABILIZED TO REDUCE THE TRACKING OF MUD AND DIRT ONTO PUBLIC ROADS BY CONSTRUCTION VEHICLES
6	SEEDING WITH MULCH AND/OR MATTING	FACILITATES ESTABLISHMENT OF VEGETATIVE COVER EFFECTIVE FOR DRAINAGEWAYS WITH LOW VELOCITY EASILY PLACED IN SMALL QUANTITIES BY INEXPERIENCED PERSONNEL SHOULD INCLUDE PREPARED TOPSOIL BED
7	HYDRO-SEEDING	EFFECTIVE ON LARGE AREAS MULCH TACKING AGENT USED TO PROVIDE IMMEDIATE PROTECTION UNTIL GRASS IS ROOTED SHOULD INCLUDE PREPARED TOPSOIL BED
15	PAVING	PROTECTS AREAS WHICH CANNOT OTHERWISE BE PROTECTED, BUT INCREASES RUNOFF VOLUME AND VELOCITY IRREGULAR SURFACE WILL HELP SLOPE VELOCITY
16	CURB AND GUTTER	KEEPS HIGH VELOCITY RUNOFF ON PAVED AREAS FROM LEAVING THE PAVED SURFACE COLLECTS AND CONDUCTS RUNOFF TO ENCLOSED DRAINAGE SYSTEM OR PREPARED DRAINAGEWAY
36	CATCH BASIN, DRAIN INLET	COLLECTS HIGH VELOCITY CONCENTRATED RUNOFF MAY USE FILTER CLOTH OVER INLET
54	FILTER FENCING	USES GEOTEXTILE FABRIC AND POSTS OR POLES EASY TO CONSTRUCT AND LOCATE AS NECESSARY

PR. SESC LEGEND

- PROPERTY LINE/RIGHT OF WAY
- SILT FENCE/LIMITS OF CLEARING
- TREE FENCE
- SOIL CLASSIFICATION LINE
- INLET PROTECTION FILTER
- SEDCAGE FILTER
- TEMPORARY ACCESS STONE DRIVE
- DRAINAGE ARROW
- PR. STORM SEWER
- PR. STORM SEWER STRUCTURE

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
CarabA	Carlisle muck, 0 to 2 percent slopes	0.3	0.3%
FrB	Fox-Boyer complex, 2 to 6 percent slopes	23.0	29.9%
FrC	Fox-Boyer complex, 6 to 12 percent slopes	5.4	7.0%
FrD	Fox-Boyer complex, 12 to 18 percent slopes	15.1	19.6%
FrE	Fox-Boyer complex, 18 to 25 percent slopes	20.9	27.2%
FrF	Fox-Boyer complex, 25 to 40 percent slopes	4.2	5.4%
Gd	Gilford sandy loam, 0 to 2 percent slopes, gravelly subsoil	1.2	1.5%
HgtahA	Houghton muck, 0 to 1 percent slopes	5.6	7.3%
Wh	Washtenaw silt loam	1.3	1.6%
Totals for Area of Interest		**76.9**	**100.0%**

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THE UMLOR GROUP
49287 WEST ROAD WIXOM, MI 48393
TEL 248.773.7656 - FAX 866.690.4307

LEGACY HILLS

CLIENT: PULTE HOMES OF MICHIGAN
2800 LIVERNOIS ROAD, BLDG. D, SUITE 320
TROY, MICHIGAN 48083

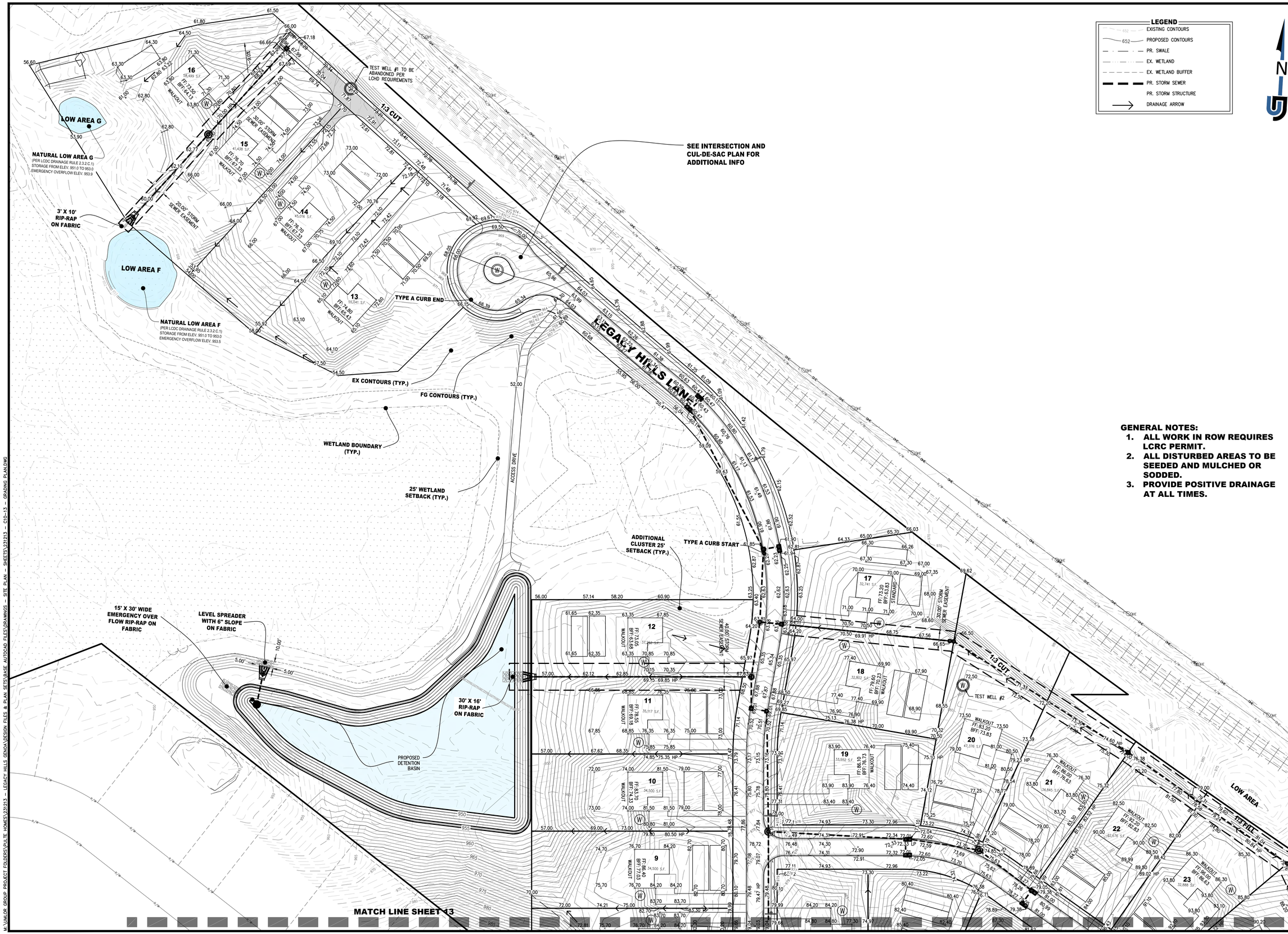
SESC PLAN

SECTION 23
T. 2 N., R. 5 E.
GENOA TOWNSHIP
LIVINGSTON CO., MICHIGAN

DATE: 5/12/2025
REVISIONS
7/22/2025

DR BY: DM/JT/SC
CK BY: SA/BB
P.M. MN
SCALE 0 75 150
1" = 150 FEET
JOB NO. 231213
SHEET NO. 11
SHEET 11 OF 32

M:\UMLOR GROUP PROJECT FOLDERS\PULTE HOMES\231213 - LEGACY HILLS GENOA\DESIGN FILES & PLAN SETS\BASE AUTOCAD FILES\DRAWINGS - SITE PLAN - SHEETS\231213 - C - SESC PLAN.DWG



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SECTION 23 | T. 2 N., R. 5 E. | GENOA TOWNSHIP | LIVINGSTON CO., MICHIGAN

DATE: 5/12/2025

REVISIONS
7/22/2025

LEGACY HILLS
CLIENT: PULTE HOMES OF MICHIGAN
2800 LIVERNOIS ROAD, BLDG. 5, SUITE 320
TROY, MICHIGAN 48083

GRADING PLAN NORTH

DR BY: DM/JT/SC
CK BY: SA/BB
P.M. MN
SCALE 0 30 60
1" = 60 FEET
JOB NO. 231213
SHEET NO. **12**
SHEET 12 OF 32

M:\UMLOR GROUP PROJECT FOLDERS\PULTE HOMES\231213 – LEGACY HILLS GENOA\DESIGN FILES & PLAN SETS\BASE AUTOCAD FILES\DRAWINGS – SITE PLAN – SHEETS\231213 – C1D–13 – GRADING PLAN.DWG

LEGEND

- EXISTING CONTOURS
- 652 PROPOSED CONTOURS
- PR. SWALE
- EX. WETLAND
- EX. WETLAND BUFFER
- PR. STORM SEWER
- PR. STORM STRUCTURE
- DRAINAGE ARROW

GENERAL NOTES:

1. **ALL WORK IN ROW REQUIRES LCRC PERMIT.**
2. **ALL DISTURBED AREAS TO BE SEEDED AND MULCHED OR SODDED.**
3. **PROVIDE POSITIVE DRAINAGE AT ALL TIMES.**

MATCH LINE SHEET

LEGACY RIDGE WAY

LEGACY HILLS LANE

BLUE HERON CT

EX. RAILROAD

NATURAL LOW AREA E
(PER LCDC DRAINAGE RULE 2.3.2.C.1)
STORAGE FROM ELEV. 962.0 TO 964.0
EMERGENCY OVERFLOW ELEV. 964.5

NATURAL LOW AREA D
(PER LCDC DRAINAGE RULE 2.3.2.C.1)
STORAGE FROM ELEV. 966.0 TO 968.5
EMERGENCY OVERFLOW ELEV. 968.61

NATURAL LOW AREA C
(PER LCDC DRAINAGE RULE 2.3.2.C.1)
STORAGE FROM ELEV. 956.0 TO 960.0
EMERGENCY OVERFLOW ELEV. 960.33

NATURAL LOW AREA B
(PER LCDC DRAINAGE RULE 2.3.2.C.1)
STORAGE FROM ELEV. 977.0 TO 979.0
EMERGENCY OVERFLOW ELEV. 979.3

NATURAL LOW AREA A
(PER LCDC DRAINAGE RULE 2.3.2.C.1)
STORAGE FROM ELEV. 956.0 TO 975.0
EMERGENCY OVERFLOW ELEV. 976.65

LOW AREA A
LOW AREA B
LOW AREA C
LOW AREA D
LOW AREA E

1:4 CUT
1:4 FILL
1:3 CUT
1:3 FILL

30.00' STORM SEWER EASEMENT
50.00' STORM SEWER EASEMENT

SEE INTERSECTION AND CUL-DE-SAC PLAN FOR ADDITIONAL INFO

SEE ENTRY SIGN MONUMENT PLAN FOR DETAILS

STONE WALL
VINYL FENCE
ENTRY SIGN

SEE ENTRANCE DETAIL SHEET

TEST WELL #3
TEST WELL #4
TEST WELL #5

WELL TO BE ABANDONED PER LCHD REQUIREMENTS

CHILLSON RD R.O.W.

PROPERTY LINE

F. MOC PAVEMENT ASPHALT PATHWAY

BM #1000 ELEV=1000.00

BM #1001 ELEV=977.25

BM #1002 ELEV=977.00 R.R. SPIKE FACE OF TREE

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TEL 248.773.7650 - FAX 866.690.4307

SECTION 23
T. 2 N., R. 5 E.
GENOA TOWNSHIP
LIVINGSTON CO., MICHIGAN

DATE: 5/12/2025

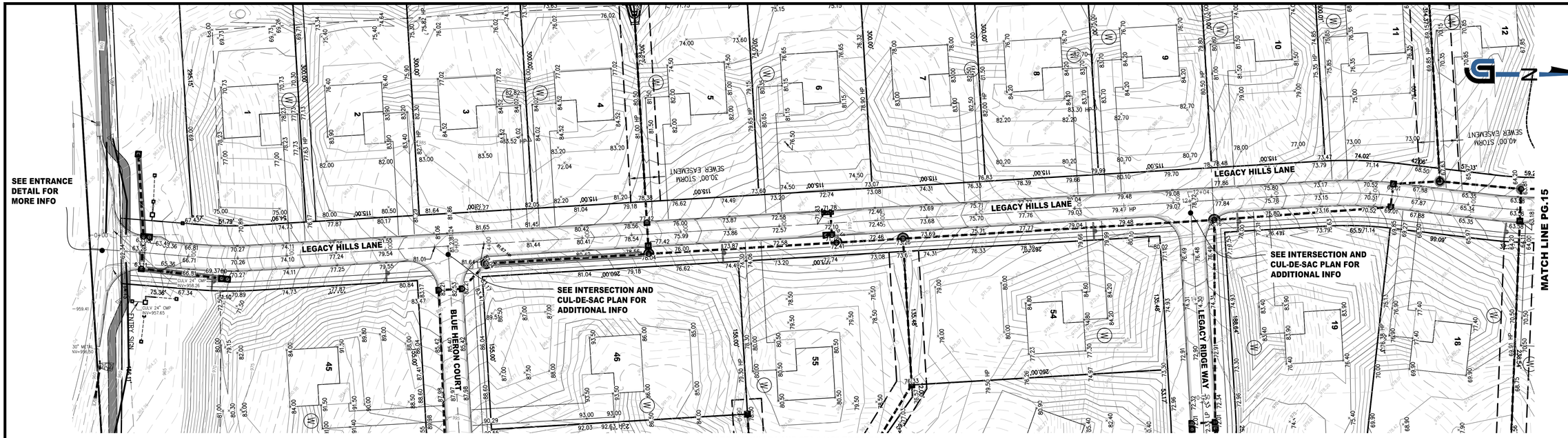
REVISIONS
7/22/2025

CLIENT:
LEGACY HILLS
PULTE HOMES OF MICHIGAN
2800 LIVERNOIS ROAD, BLDG D, SUITE 320
TROY, MICHIGAN 48083

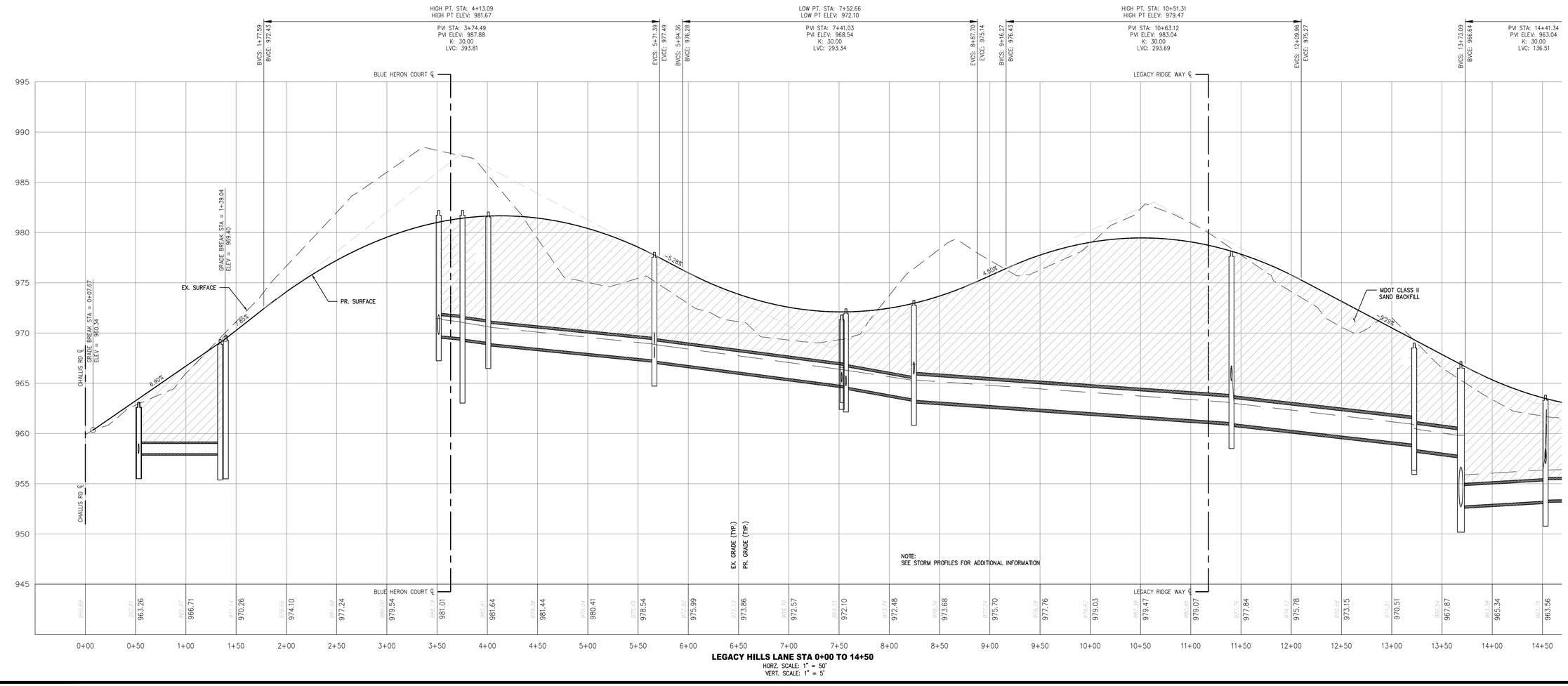
GRADING PLAN SOUTH

DR BY: DM/JT/SC
CK BY: SA/BB
P.M.: MN
SCALE 0 30 60
1" = 60 FEET
JOB NO. 231213
SHEET NO. **13**
SHEET 13 OF 32

M:\UMLOR GROUP PROJECT FOLDERS\PULTE HOMES\231213 - LEGACY HILLS GENOA\DESIGN FILES & PLAN SETS\BASE AUTOCAD FILES\DRAWINGS - SITE PLAN - SHEETS\231213 - C10-13 - GRADING PLAN.DWG



LEGACY HILLS LANE STA 14+50 TO 21+00
SCALE: 1" = 50'



LEGACY HILLS LANE STA 0+00 TO 14+50
HORZ. SCALE: 1" = 50'
VERT. SCALE: 1" = 5'

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SECTION 23
T. 2 N., R. 5 E.
GENOA TOWNSHIP
LIVINGSTON CO., MICHIGAN

DATE: 5/12/2025

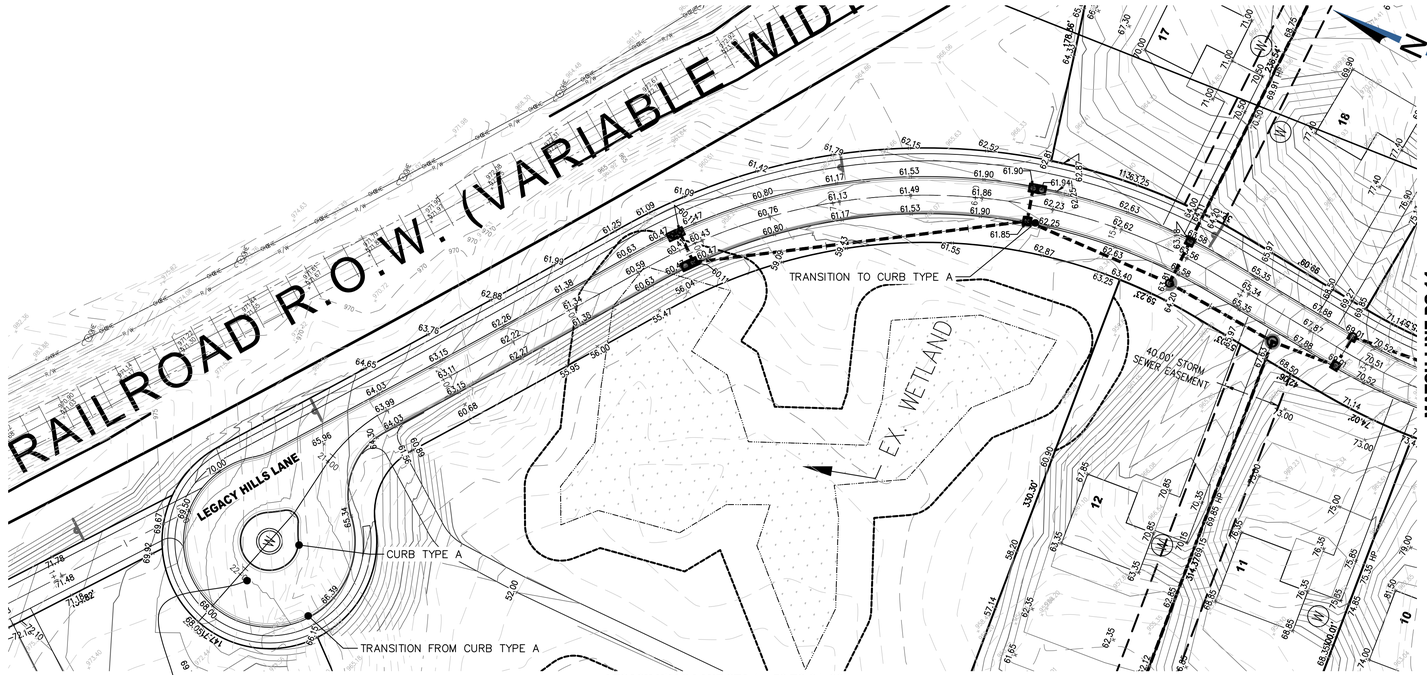
REVISIONS
7/22/2025

LEGACY HILLS
CLIENT:
PULTE HOMES OF MICHIGAN
2800 LIVERNOIS ROAD, BLDG. D, SUITE 320
TROY, MICHIGAN 48083

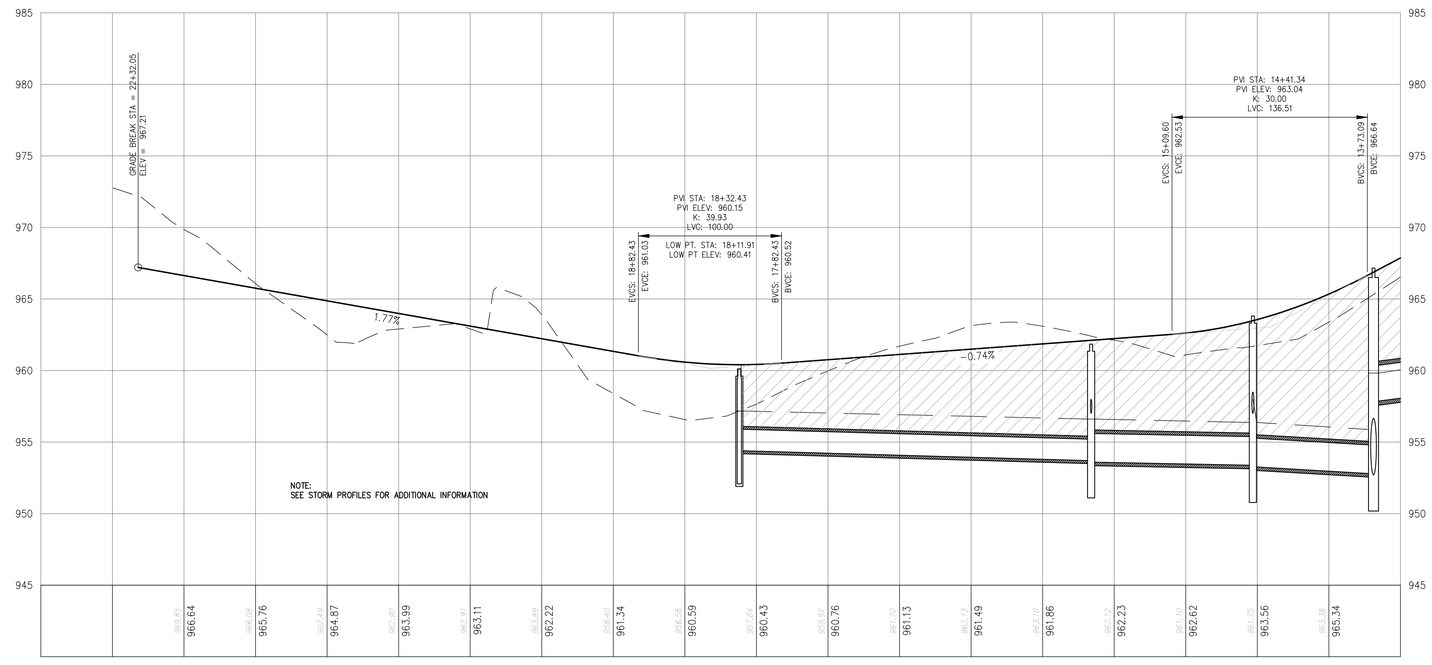
LEGACY HILLS LANE STA 0+00 TO 14+50 P&P

DR BY: DM/JT/SC
CK BY: SA/BB
P.M. MN
SCALE 0 25 50
1" = 50 FEET
JOB NO. 231213
SHEET NO. **14**
SHEET 14 OF 32

M:\UMLOR GROUP PROJECT FOLDERS\PULTE HOMES\231213 - LEGACY HILLS GENOA\DESIGN FILES & PLAN SETS\BASE AUTOCAD FILES\DRAWINGS - SITE PLAN - SHEETS\231213-ROAD P&P.DWG



LEGACY HILLS LANE STA 14+50 TO 21+00
SCALE: 1" = 50'



LEGACY HILLS LANE STA 14+50 TO 21+00
HORZ. SCALE: 1" = 50'
VERT. SCALE: 1" = 5'

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SECTION 23 | T. 2 N., R. 5 E. | GENOA TOWNSHIP | LIVINGSTON CO., MICHIGAN

DATE: 5/12/2025

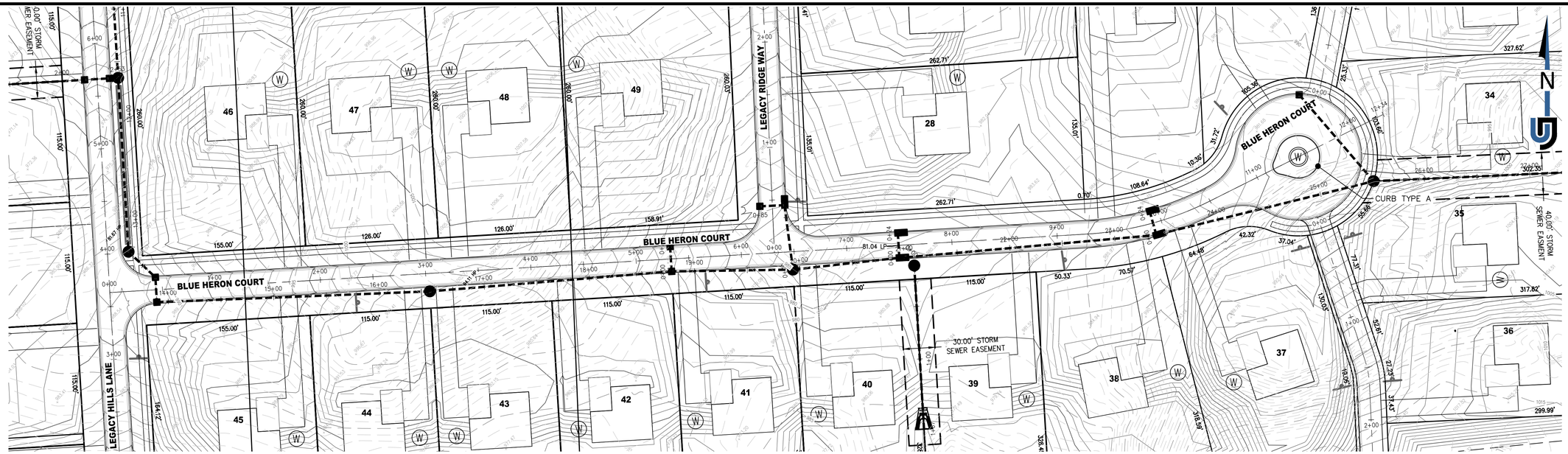
REVISIONS
7/22/2025

LEGACY HILLS

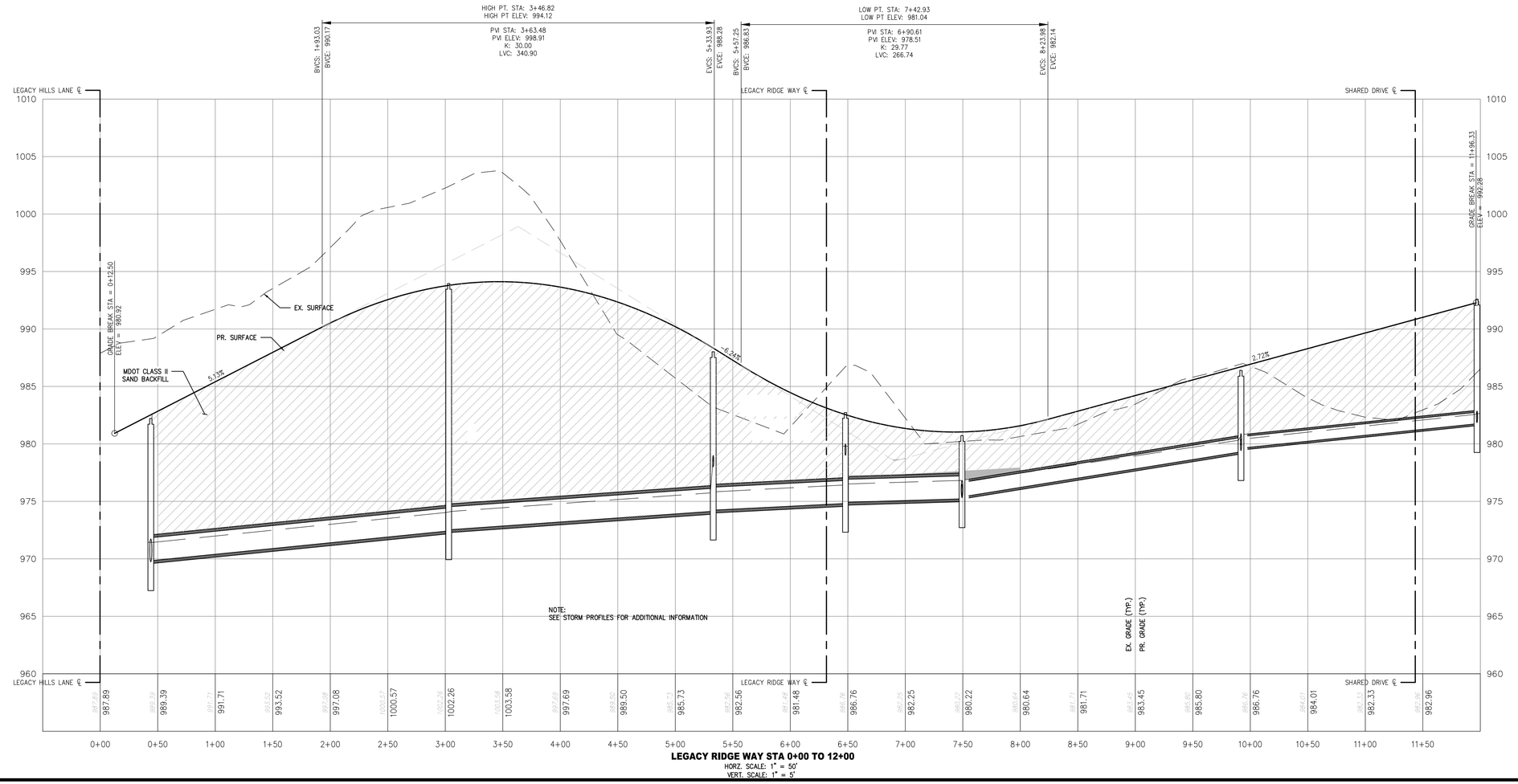
CLIENT: PULTE HOMES OF MICHIGAN
2800 LIVERNOIS ROAD, BLDG. D, SUITE 320
TROY, MICHIGAN 48083

LEGACY HILLS LANE STA 14+50 TO 22+50 P&P

DR BY: DM/JT/SC
CK BY: SA/BB
P.M. MN
SCALE 0 25 50
1" = 50 FEET
JOB NO. 231213
SHEET NO. **15**
SHEET 15 OF 32



LEGACY RIDGE WAY STA 0+00 TO 12+00
SCALE: 1" = 100'



LEGACY RIDGE WAY STA 0+00 TO 12+00
HORZ. SCALE: 1" = 50'
VERT. SCALE: 1" = 5'

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SECTION 23
T. 2 N., R. 5 E.
GENOA TOWNSHIP
LIVINGSTON CO., MICHIGAN

DATE: 5/12/2025

REVISIONS
7/22/2025

LEGACY HILLS
CLIENT:
PULTE HOMES OF MICHIGAN
2800 LIVERNOIS ROAD, BLDG. D, SUITE 320
TROY, MICHIGAN 48083

LEGACY RIDGE WAY P&P

DR BY: DM/JT/SC
CK BY: SA/BB
P.M. MN
SCALE 0 25 50
1" = 50 FEET
JOB NO. 231213
SHEET NO. **16**
SHEET 16 OF 32

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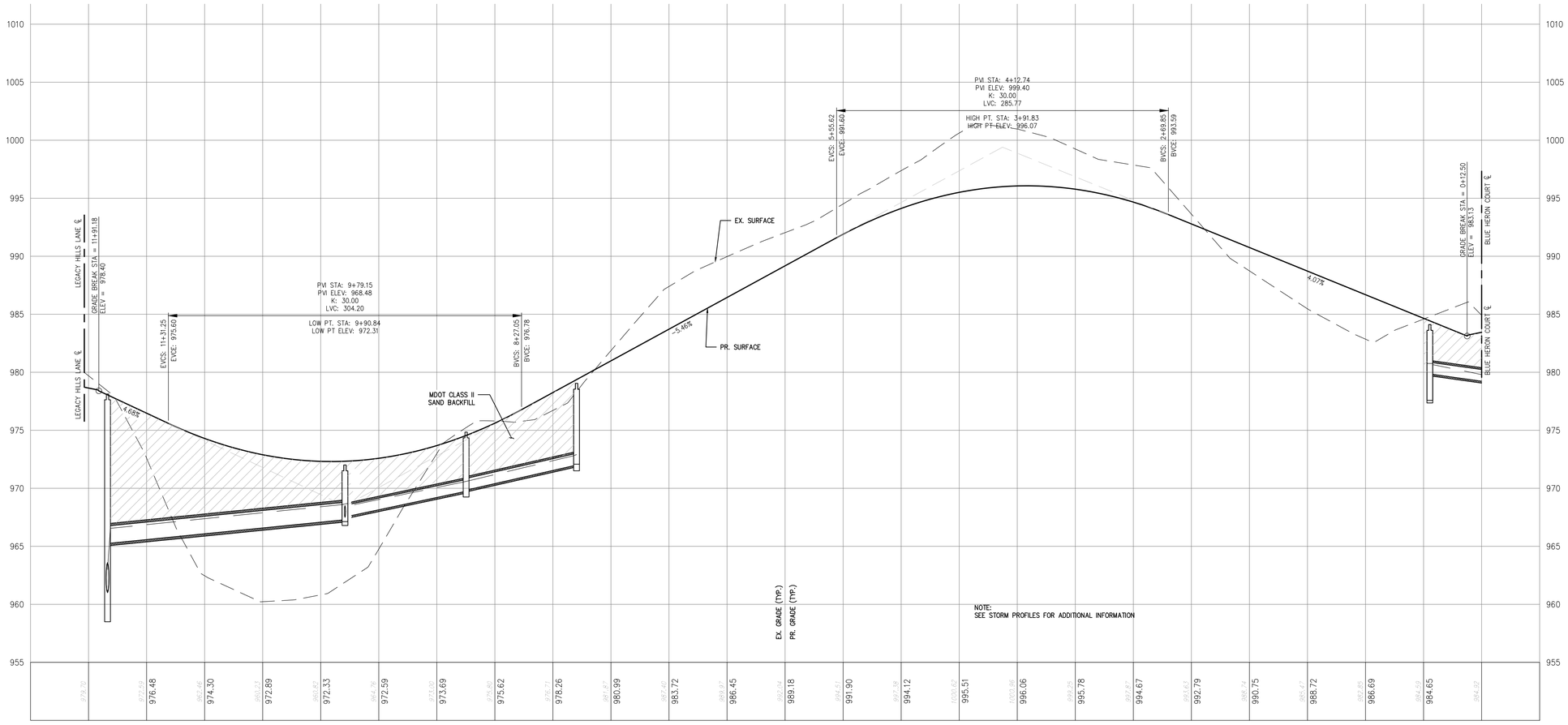
BLUE HERON COURT STA 0+00 TO 12+50
SCALE: 1" = 50'



BLUE HERON COURT STA 0+00 TO 12+50
HORZ. SCALE: 1" = 50'
VERT. SCALE: 1" = 5'

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DATE: 5/12/2025

REVISIONS
7/22/2025

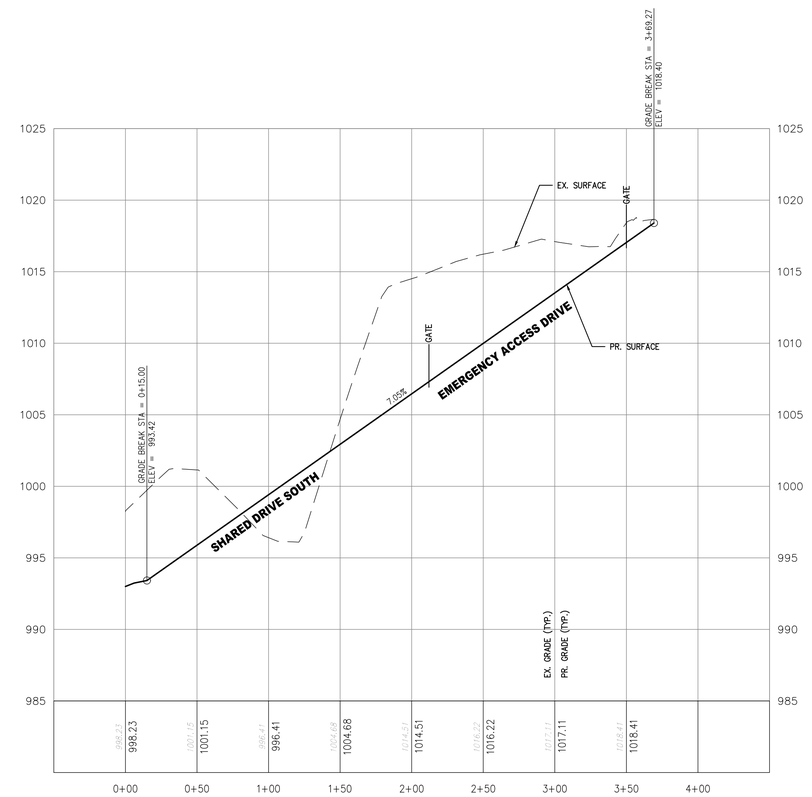
LEGACY HILLS
CLIENT:
PULTE HOMES OF MICHIGAN
2800 LIVERNOIS ROAD, BLDG. D, SUITE 320
TROY, MICHIGAN 48083

BLUE HERON COURT P&P

DR BY: DM/JT/SC
CK BY: SA/BB
P.M. MN
SCALE AS NOTED
JOB NO. 231213
SHEET NO. 17
SHEET 17 OF 32

M:\UMLOR GROUP PROJECT FOLDERS\PULTE HOMES\231213 - LEGACY HILLS GENOA\DESIGN FILES & PLAN SETS\BASE AUTOCAD FILES\DRAWINGS - SITE PLAN - SHEETS\231213-ROAD P&P.DWG

ACCESS AND SHARED DRIVE STA 0+00 TO 4+50
SCALE: 1" = 50'



ACCESS AND SHARED DRIVE STA 0+00 TO 4+50
HORZ. SCALE: 1" = 50'
VERT. SCALE: 1" = 5'

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CLIENT:
LEGACY HILLS
PULTE HOMES OF MICHIGAN
2800 LIVERNOIS ROAD, BLDG. D, SUITE 320
TROY, MICHIGAN 48083

ACCESS AND SHARED DRIVE P&P

DR BY: DM/JT/SC
CK BY: SA/BB
P.M. MN
SCALE 0 25 50
1" = 50 FEET
JOB NO. 231213
SHEET NO. **18**
SHEET 18 OF 32

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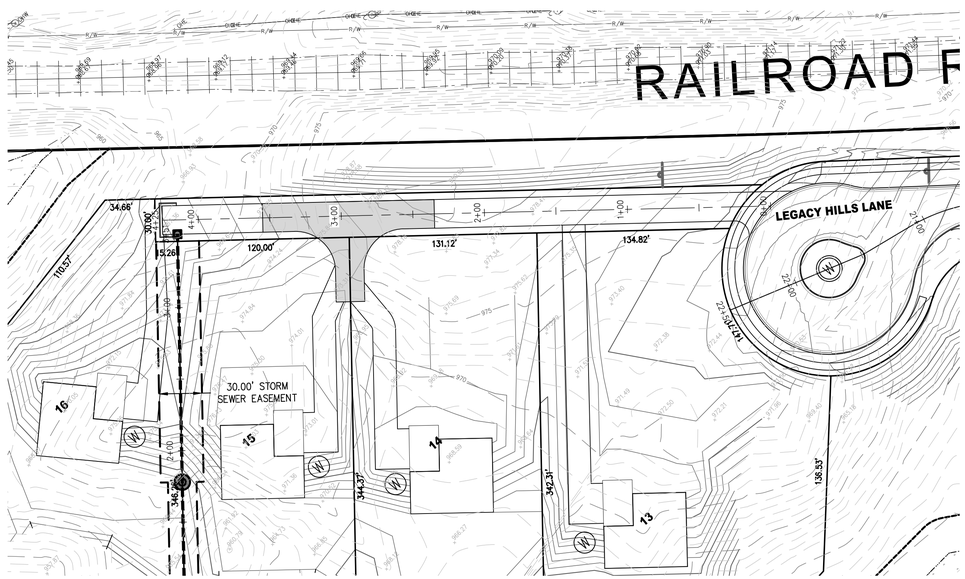
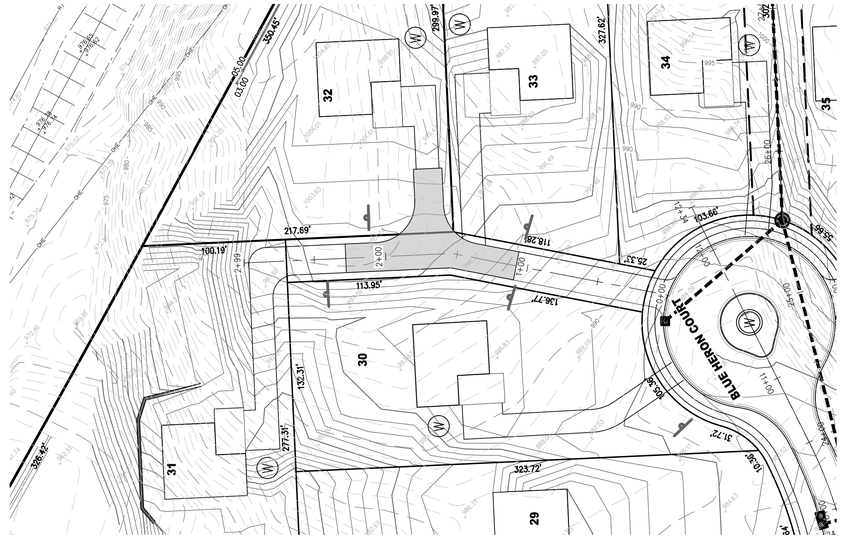
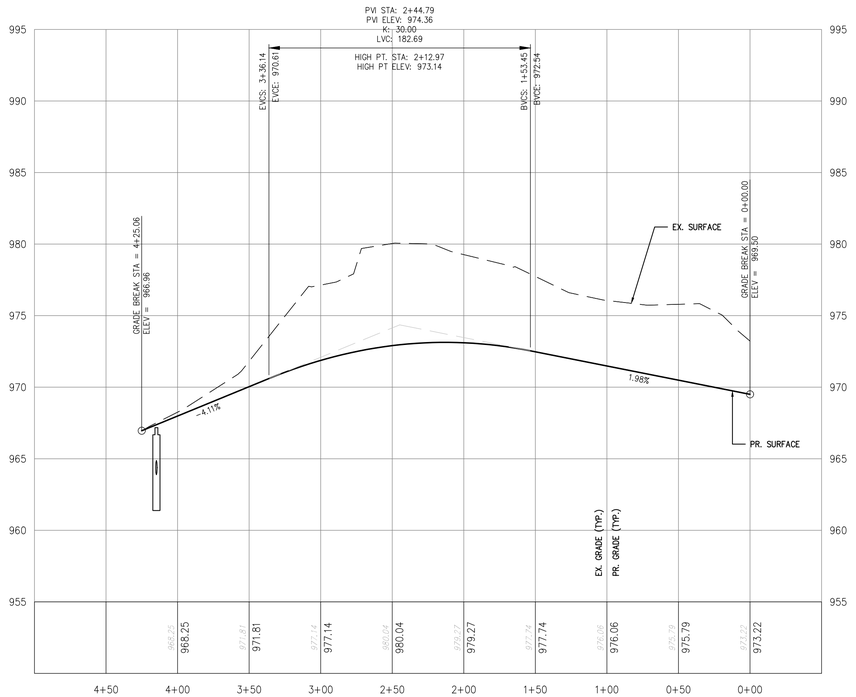


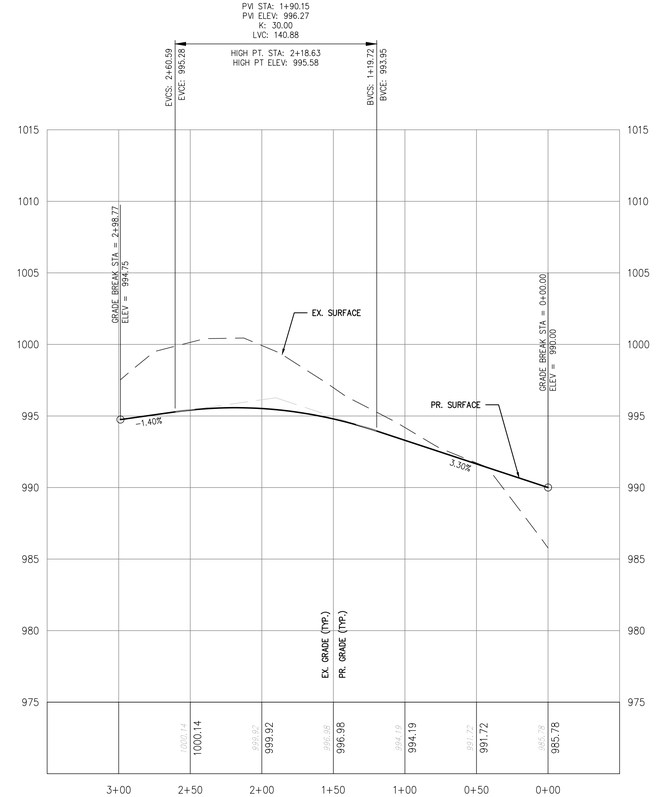
SHARE DRIVE NORTH 0+00 TO 5+00
SCALE: 1" = 100'



SHARE DRIVE EAST 0+00 TO 3+00
SCALE: 1" = 100'



SHARE DRIVE NORTH 0+00 TO 5+00
HORZ. SCALE: 1" = 50'
VERT. SCALE: 1" = 5'



SHARE DRIVE EAST 0+00 TO 3+00
HORZ. SCALE: 1" = 50'
VERT. SCALE: 1" = 5'

M:\UMLOR GROUP PROJECT FOLDERS\PULTE HOMES\231213 - LEGACY HILLS GENOA\DESIGN FILES & PLAN SETS\BASE AUTOCAD FILES\DRAWINGS - SITE PLAN - SHEETS\231213-ROAD P&P.DWG

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49287 WEST ROAD WIXOM, MI 48393
TEL 248.773.7650 - FAX 866.690.4307

SECTION 23 | T. 2 N., R. 5 E. | GENOA TOWNSHIP | LIVINGSTON CO., MICHIGAN

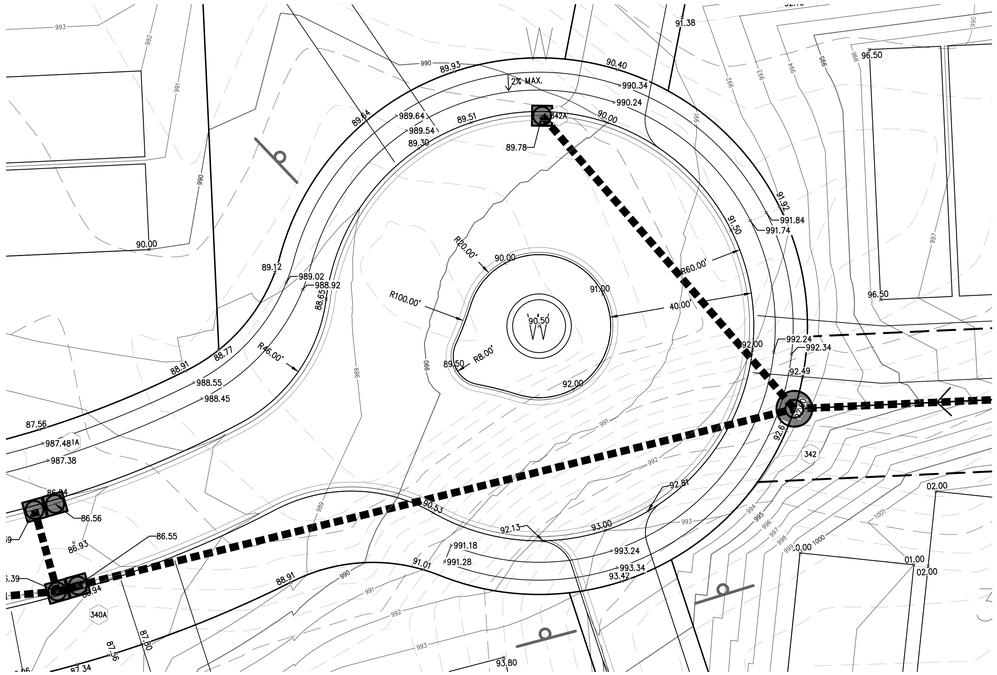
DATE: 5/12/2025

REVISIONS
7/22/2025

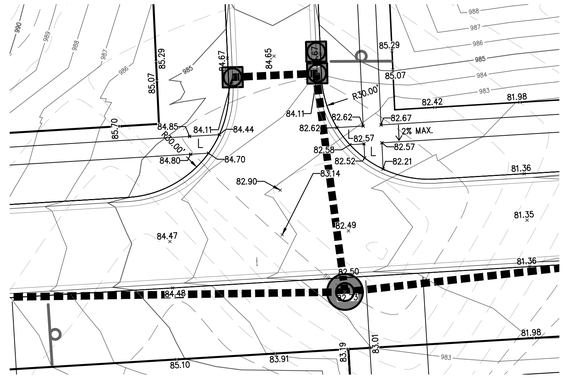
LEGACY HILLS
CLIENT: **PULTE HOMES OF MICHIGAN**
2800 LIVERNOIS ROAD, BLDG. D, SUITE 320
TROY, MICHIGAN 48083

SHARED DRIVES P&P

DR BY: DM/JT/SC
CK BY: SA/BB
P.M. MN
SCALE 0 25 50
1" = 50 FEET
JOB NO. 231213
SHEET NO. **19**
SHEET 19 OF 32



BLUE HERON COURT CUL - DE - SAC
SCALE: 1" = 20'



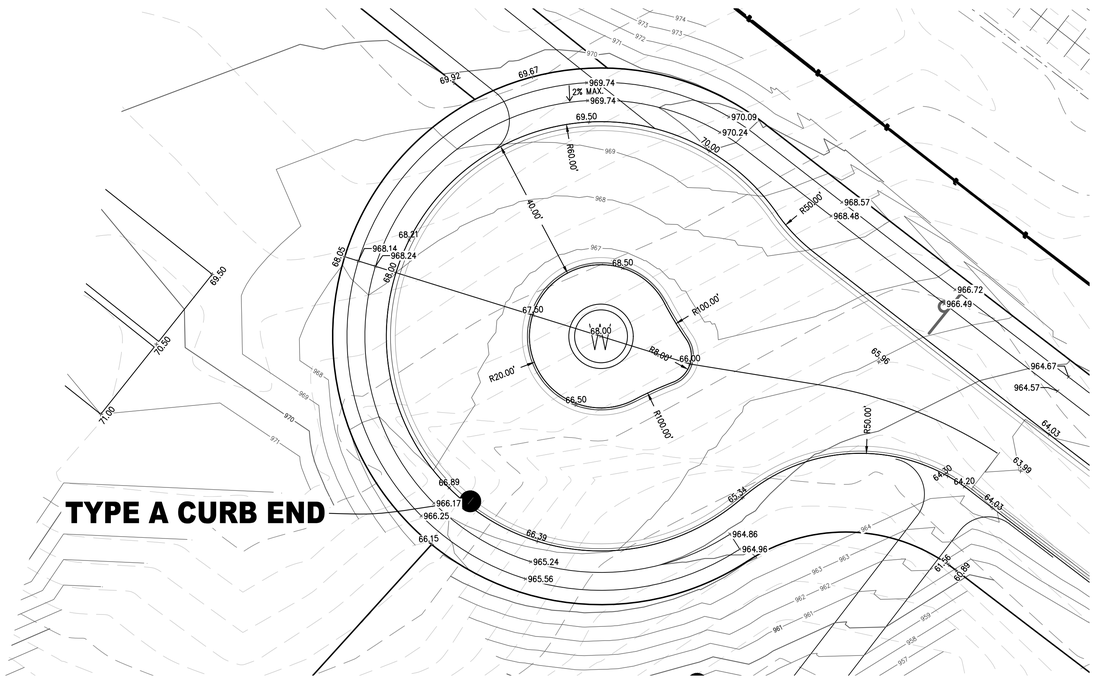
BLUE HERON COURT AND LEGACY RIDGE WAY INTERSECTION
SCALE: 1" = 20'

GENERAL NOTES:

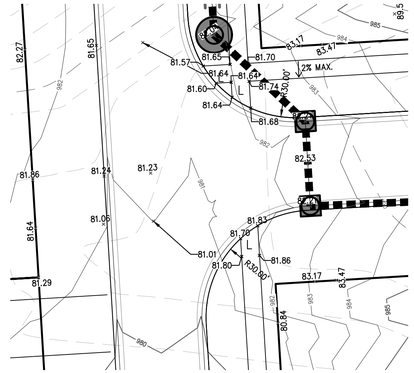
1. **ALL WORK IN ROW REQUIRES LCRC PERMIT.**
2. **ALL DISTURBED AREAS TO BE SEEDED AND MULCHED OR SODDED.**
3. **PROVIDE POSITIVE DRAINAGE AT ALL TIMES.**
4. **ALL SIDEWALK RAMPS AND LANDINGS SHALL MEET ADA STANDARDS.**
5. **L = LANDING**

LEGEND

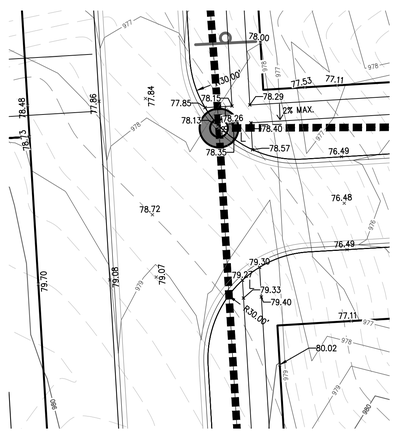
652	EXISTING CONTOURS
652	PROPOSED CONTOURS
	PR. SWALE
	EX. WETLAND
	EX. WETLAND BUFFER
	PR. STORM SEWER
	PR. STORM STRUCTURE
	DRAINAGE ARROW



LEGACY HILLS LANE CUL - DE - SAC
SCALE: 1" = 20'



LEGACY HILLS LANE AND LEGACY RIDGE WAY INTERSECTION
SCALE: 1" = 20'



LEGACY HILLS LANE AND BLUE HERON COURT INTERSECTION
SCALE: 1" = 20'

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INTERSECTION & CUL-DE-SAC PLAN

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DR BY: DM/JT/SC
CK BY: SA/BB
P.M. MN
SCALE 0 10 20
1" = 20 FEET
JOB NO. 231213
SHEET NO. **20**
SHEET 20 OF 32

M:\UMLOR GROUP PROJECT FOLDERS\PULTE HOMES\231213 - LEGACY HILLS GENOA\VERSION FILES & PLAN SETS\BASE AUTOCAD FILES\DRAWINGS - SITE PLAN - SHEETS\231213 - C10-13 - GRADING PLAN.DWG

LOW AREA ANALYSIS

Each low area has an adequate overflow or enter a storm pipe where no residential structure openings are at risk for ponded storm water.

Low Area A Storage Volume				
Elevation (ft)	**Area (sf)**	**Height, H (ft)**	**Incr Vol. (cf)**	**Vol (cf)**
956	40.56	-	-	-
957	255.12	1.00	148	148
958	595.54	1.00	425	573
959	1,026.89	1.00	811	1,384
960	1,586.40	1.00	1,307	2,691
961	2,365.23	1.00	1,976	4,667
962	3,354.55	1.00	2,860	7,527
963	4,304.32	1.00	3,829	11,356
964	5,294.32	1.00	4,799	16,155
965	6,255.54	1.00	5,776	21,930
966	7,271.31	1.00	6,763	28,694
967	8,375.04	1.00	7,823	36,517
968	9,566.73	1.00	8,971	45,488
969	10,843.48	1.00	10,205	55,693
970	12,203.23	1.00	11,523	67,216
971	13,651.52	1.00	12,927	80,144
972	15,143.26	1.00	14,397	94,541
973	16,655.12	1.00	15,899	110,440
974	18,194.85	1.00	17,425	127,865
975	19,787.61	1.00	18,991	146,857
			Total Volume =	**146,857**
Area (Ac.)	C Factor	Supplied cf		
3.37	0.27			
Chanel Protection Volume	CPVC=4917(A)(C)	**4,294**	**< 146,857 cf**	

Area A will enter a strom pipe at elevation 976.85 with the lowest structure opening being 978.20

Low Area B				
Elevation (ft)	**Area (sf)**	**Height, H (ft)**	**Incr Vol. (cf)**	**Vol (cf)**
977	234.14	-	-	-
978	2,709.51	1.00	1,472	1,472
979	6,285.56	1.00	4,498	5,969
			Total Volume =	**5,969**
Area (Ac.)	C Factor	Supplied cf		
1.11	0.26			
Chanel Protection Volume	CPVC=4917(A)(C)	**1,362**	**< 5,969 cf**	

Area B will overlow southerly into the Challis Road R/W at 979.30

Low Area C				
Elevation (ft)	**Area (sf)**	**Height, H (ft)**	**Incr Vol. (cf)**	**Vol (cf)**
958	139.00	-	-	-
959	1,978.00	1.00	1,059	1,059
960	3,934.00	1.00	2,956	4,015
			Total Volume =	**4,015**
Area (Ac.)	C Factor	Supplied cf		
1.98	0.26			
Chanel Protection Volume	CPVC=4917(A)(C)	**2,429**	**< 4,015 cf**	

Low Area C will overflow SWly into the Challis Road R/W or into the Legacy Hills storm system at 960.33

Low Area D				
Elevation (ft)	**Area (sf)**	**Height, H (ft)**	**Incr Vol. (cf)**	**Vol (cf)**
966	19.21	-	-	-
967	1,173.94	1.00	597	597
968	3,345.04	1.00	2,259	2,856
968.5	4,846.00	0.50	2,048	4,904
			Total Volume =	**4,904**
Area (Ac.)	C Factor	Supplied cf		
3.15	0.28			
Chanel Protection Volume	CPVC=4917(A)(C)	**4,162**	**< 4,904 cf**	

Low Area D will enter a storm pipe at the 968.61 elev. which is lower that the lowest elev. at the prop. line of 968.73

Low Area E				
Elevation (ft)	**Area (sf)**	**Height, H (ft)**	**Incr Vol. (cf)**	**Vol (cf)**
962	47.06	-	-	-
963	2,907.60	1.00	1,477	1,477
964	5,422.54	1.00	4,165	5,642
			Total Volume =	**5,642**
Area (Ac.)	C Factor	Supplied cf		
2.67	0.25			
Chanel Protection Volume	CPVC=4917(A)(C)	**3,150**	**< 5,642 cf**	

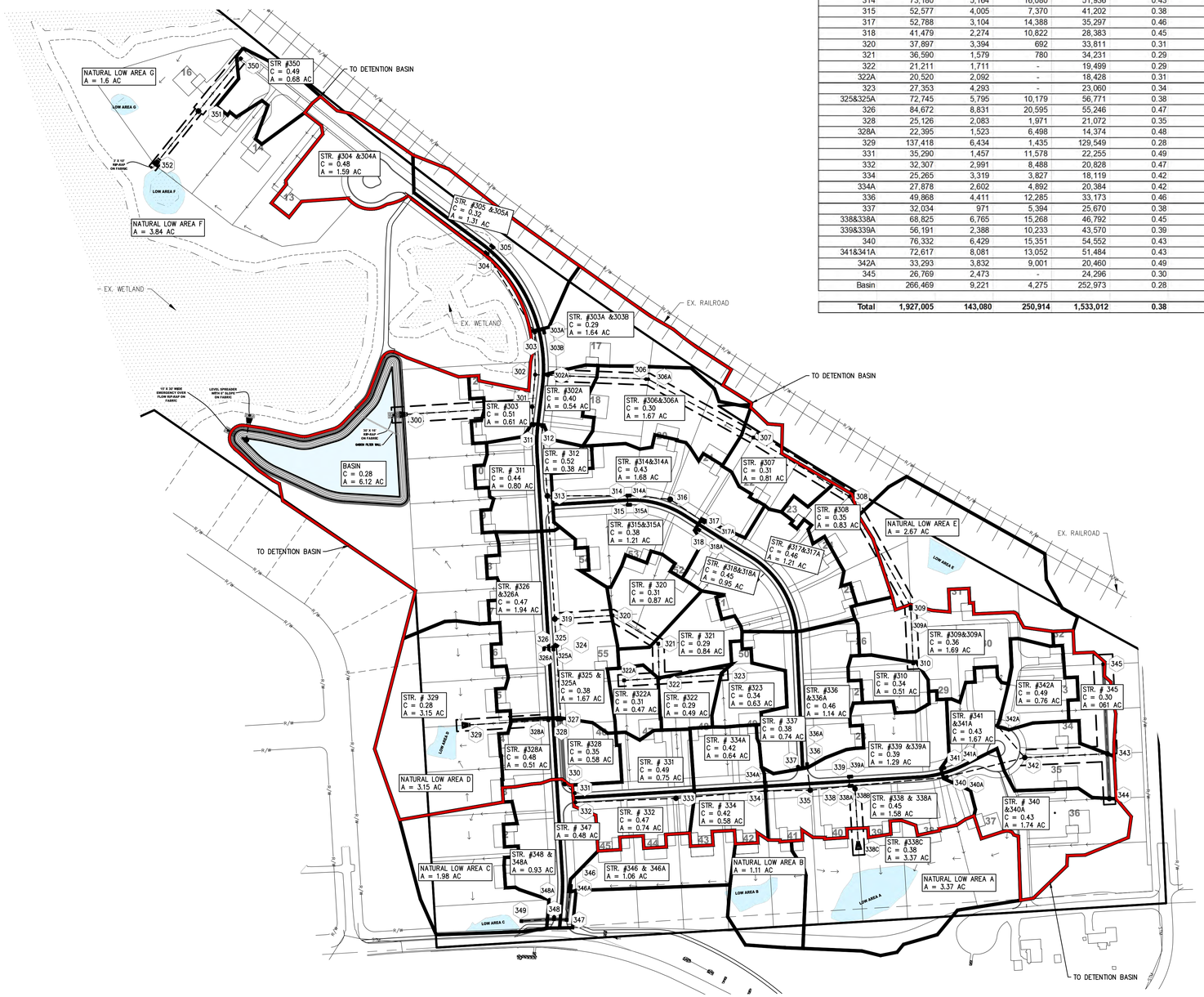
Low Area E will overflow NEly into the R.R. R/W at the 964.5 elevation

Low Area F				
Elevation (ft)	**Area (sf)**	**Height, H (ft)**	**Incr Vol. (cf)**	**Vol (cf)**
951	5,385.46	-	-	-
952	7,469.05	1.00	6,427	6,427
953	9,632.18	1.00	8,551	14,978
			Total Volume =	**14,978**
Area (Ac.)	C Factor	Supplied cf		
3.84	0.27			
Chanel Protection Volume	CPVC=4917(A)(C)	**4,893**	**< 14,978 cf**	

Low Area F will overflow SWly in to the wetland at the 953.5 elev. The low area will provide adequate sedimentation

Low Area G				
Elevation (ft)	**Area (sf)**	**Height, H (ft)**	**Incr Vol. (cf)**	**Vol (cf)**
951	321.50	-	-	-
952	1,441.27	1.00	881	881
953	2,704.28	1.00	2,073	2,954
			Total Volume =	**2,954**
Area (Ac.)	C Factor	Supplied cf		
1.6	0.26			
Chanel Protection Volume	CPVC=4917(A)(C)	**1,963**	**< 2,954 cf**	

Low Area G will overflow SWly in to the wetland at the 953.9 elev. The low area will provide adequate sedimentation



TRIBUTARY AREA CHART

C-Factor per Surface Type		
Roof C-Factor	**Pvmt C-Factor**	**Lawn C-Factor**
0.80	0.90	0.25

Struc. Number	Area (sf)	Roof Area (sf)	Pavement (sf)	Lawn (sf)	C-Factor	Area (ac)	C * (A (ac))
302A	23,409	-	5,544	17,865	0.40	0.54	0.22
303	26,549	3,359	7,817	15,373	0.51	0.61	0.31
303A&303B	71,517	3,171	2,008	66,338	0.29	1.64	0.48
304&304A	69,166	3,171	21,437	44,558	0.48	1.59	0.76
305&305A	57,051	-	6,421	50,630	0.32	1.31	0.42
306&306A	72,863	6,550	-	66,313	0.30	1.67	0.50
307	35,500	3,171	671	31,658	0.31	0.81	0.25
308	36,294	6,529	-	29,764	0.35	0.83	0.29
309	73,588	9,957	3,518	60,113	0.36	1.69	0.60
310	22,293	1,683	1,523	19,088	0.34	0.51	0.17
311	34,786	3,303	7,233	24,250	0.44	0.80	0.35
312	16,375	1,495	5,658	9,222	0.52	0.38	0.20
314	73,180	5,164	16,080	51,936	0.43	1.68	0.73
315	52,577	4,005	7,370	41,202	0.38	1.21	0.46
317	52,788	3,104	14,388	35,297	0.46	1.21	0.56
318	41,479	2,274	10,822	28,383	0.45	0.95	0.43
320	37,897	3,394	692	33,811	0.31	0.87	0.27
321	36,590	1,579	780	34,231	0.29	0.84	0.24
322	21,211	1,711	-	19,499	0.29	0.49	0.14
322A	20,520	2,092	-	18,428	0.31	0.47	0.14
323	27,353	4,293	-	23,060	0.34	0.63	0.21
325&325A	72,745	5,795	10,179	56,771	0.38	1.67	0.64
326	84,672	8,831	20,595	55,246	0.47	1.94	0.90
328	25,126	2,083	1,971	21,072	0.35	0.58	0.20
328A	22,395	1,523	6,498	14,374	0.48	0.51	0.24
329	137,418	6,434	1,435	129,549	0.28	3.15	0.89
331	35,290	1,457	11,578	22,255	0.49	0.81	0.39
332	32,307	2,991	8,488	20,828	0.47	0.74	0.35
334	25,265	3,319	3,827	18,119	0.42	0.58	0.24
334A	27,878	2,602	4,892	20,384	0.42	0.64	0.27
336	49,868	4,411	12,285	33,173	0.46	1.14	0.53
337	32,034	971	5,394	25,670	0.38	0.74	0.28
338&338A	68,825	6,765	15,268	46,792	0.45	1.58	0.71
339&339A	56,191	2,388	10,233	43,570	0.39	1.29	0.51
340	76,332	6,429	15,351	54,552	0.43	1.75	0.75
341&341A	72,617	8,081	13,052	51,484	0.43	1.67	0.71
342A	33,293	3,832	9,001	20,460	0.49	0.76	0.37
345	26,769	2,473	-	24,296	0.30	0.61	0.18
Basin	266,469	9,221	4,275	252,973	0.28	6.12	1.71
Total	**1,927,005**	**143,080**	**250,914**	**1,533,012**	**0.38**	**44.24**	**16.61**

BENCHMARK

BENCHMARK #194 (NAVD 88)

LOCATED IN UTILITY POLE SOUTH OF CHALLIS ROAD, (AREA UNDER ONGOING ROAD COSTRUCTION AS OF 8-25-24. RAIL ROAD SPIKE IN NORTH FACE OF SAID UTILITY POLE

ELEV: 977.25

STATE OF MICHIGAN
WES LEE O. UMLOR
ENGINEER
63011
PROFESSIONAL ENGINEER

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LIVINGSTON CO., MICHIGAN

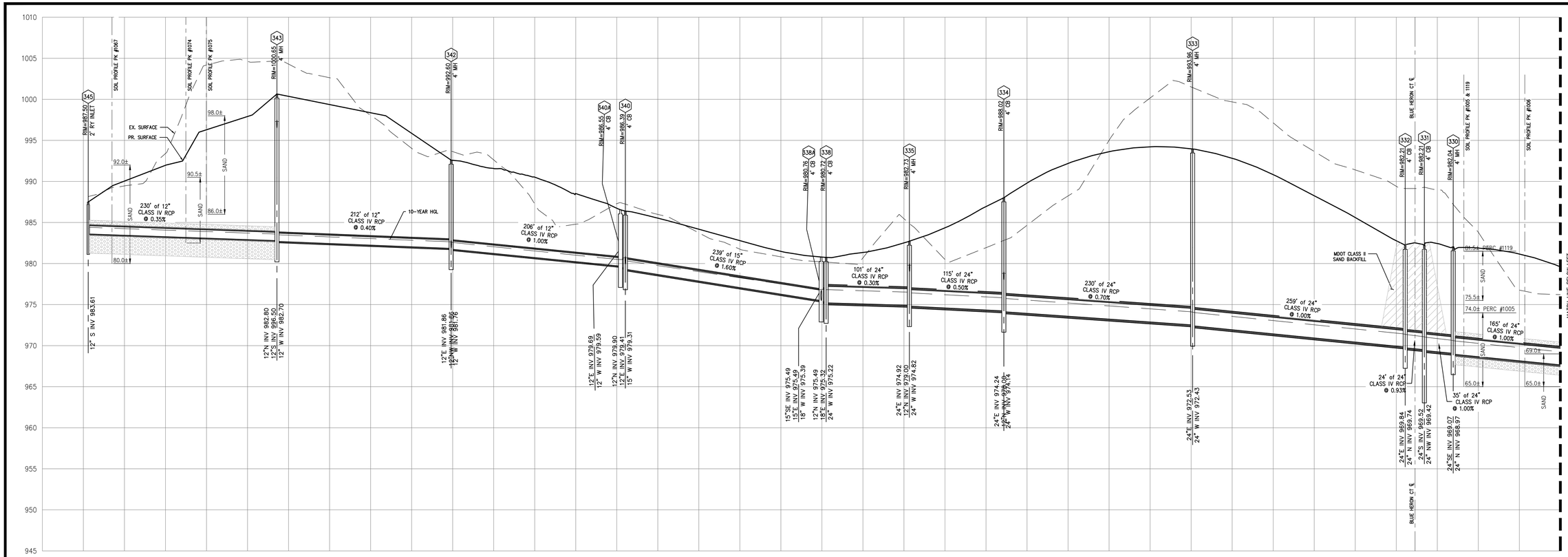
DATE: 5/12/2025
REVISIONS
7/22/2025

CLIENT:
LEGACY HILLS
PULTE HOMES OF MICHIGAN
2600 LIVERNOIS ROAD, BLDG. D, SUITE 320
TROY, MICHIGAN 48083

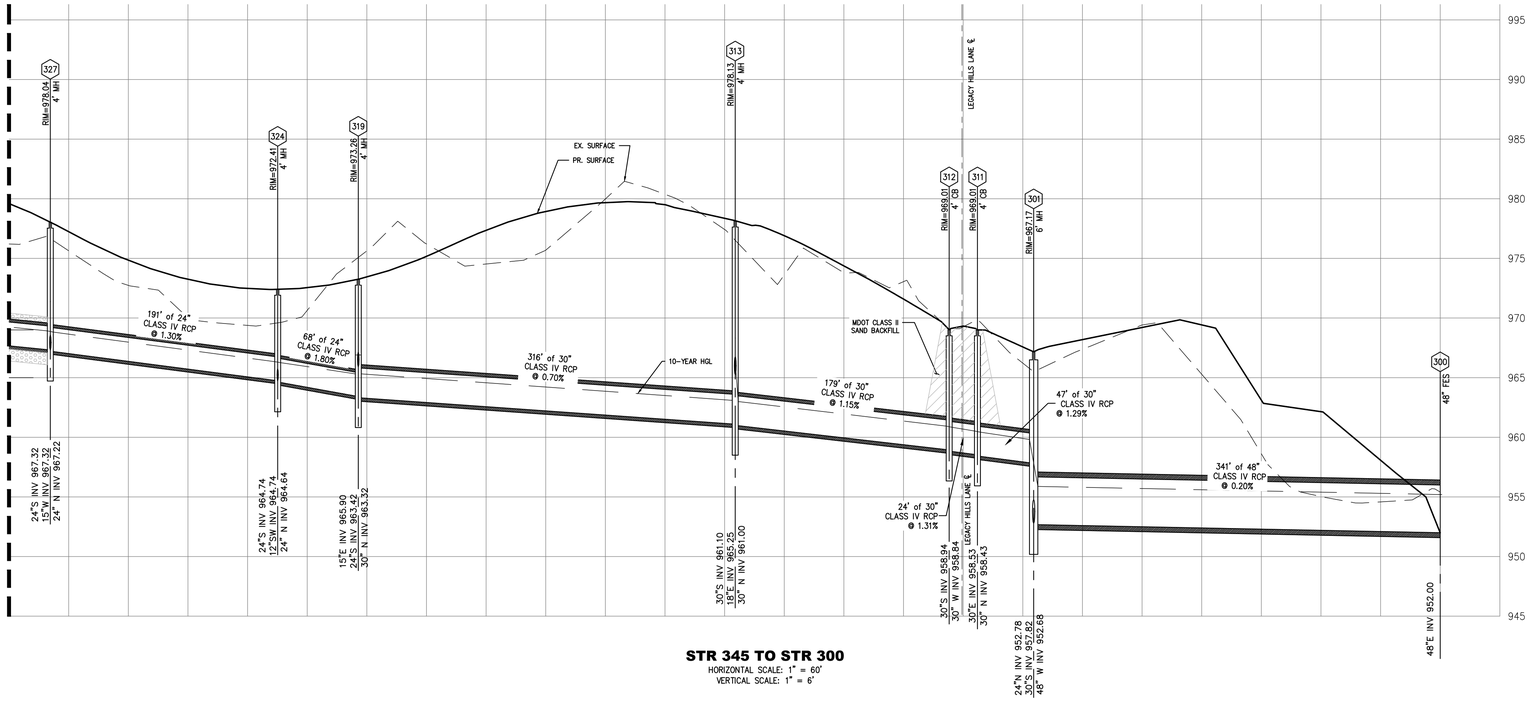
STORM DESIGN AND TRIBUTARY MAP

DR BY: DM/JT/SC
CK BY: SA/BB
P.M. MN
SCALE 0 75 150
1" = 150 FEET
JOB NO. 231213
SHEET NO. **21**
SHEET 21 OF 32

M:\UMLOR GROUP PROJECT FOLDERS\PULTE HOMES\231213 - LEGACY HILLS GENOA\DESIGN FILES & PLAN SETS\BASE AUTOCAD FILES\DRAWINGS - SITE PLAN - SHEETS\231213 - C - UTILITY PLAN.DWG



STR 345 TO STR 300
HORIZONTAL SCALE: 1" = 60'
VERTICAL SCALE: 1" = 6'



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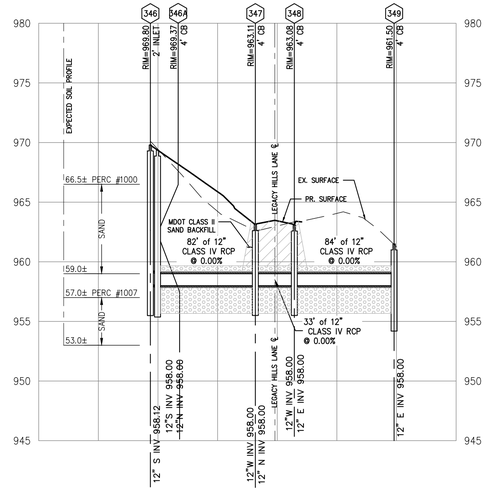

STR 346 TO STR 349
HORIZONTAL SCALE: 1" = 60'
VERTICAL SCALE: 1" = 6'

PROFILE LEGEND

SYMBOL	DESCRIPTION
	EX. SURFACE
	PR. SURFACE
	PR. HYDRAULIC GRADE LINE
	MDOT CLASS II SAND BACKFILL

BENCHMARK

BENCHMARK #194 (NAVD 88)

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1" = 60 FEET
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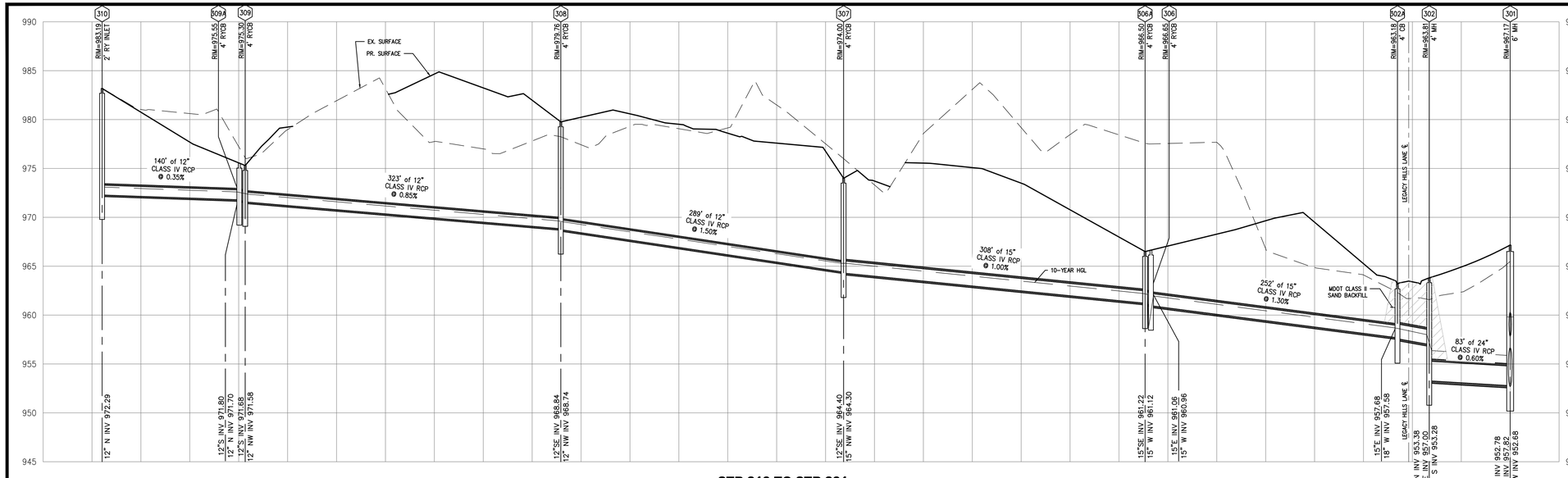
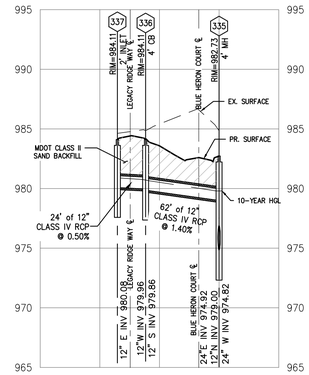
SHEET NO. **22**
SHEET 22 OF 32

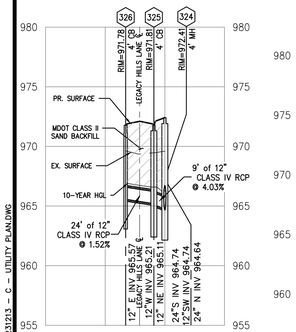
M:\UMLOR GROUP PROJECT FOLDERS\PULTE HOMES\231213 - LEGACY HILLS GENOA\DESIGN FILES & PLAN SETS\BASE AUTOCAD FILES\DRAWINGS - SITE PLAN - SHEETS\231213 - C - UTILITY PLAN.DWG



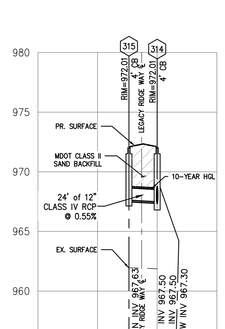
STR 310 TO STR 301
HORIZONTAL SCALE: 1" = 60'
VERTICAL SCALE: 1" = 6'



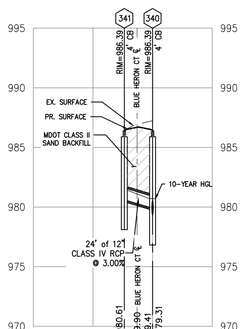
STR 337 TO STR 335
HORIZONTAL SCALE: 1" = 60'
VERTICAL SCALE: 1" = 6'



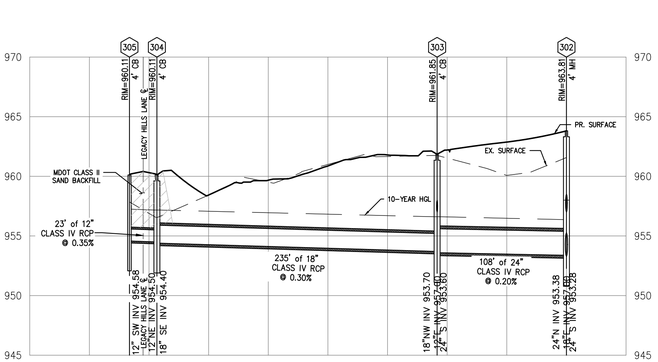
STR 326 TO STR 324
HORIZONTAL SCALE: 1" = 60'
VERTICAL SCALE: 1" = 6'



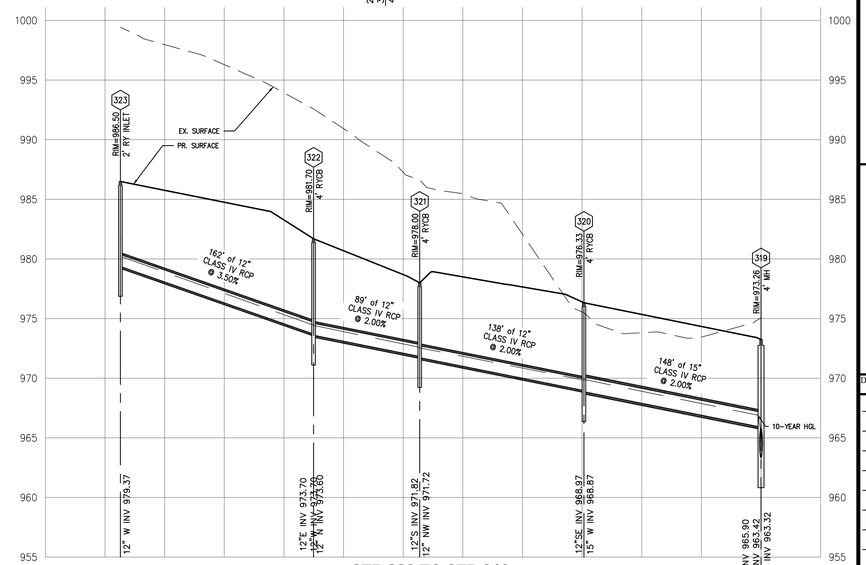
STR 315 TO STR 314
HORIZONTAL SCALE: 1" = 60'
VERTICAL SCALE: 1" = 6'



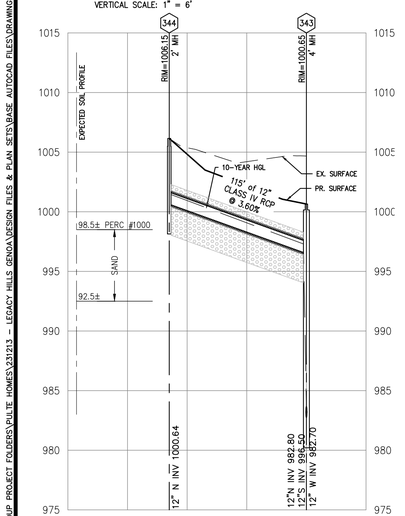
STR 341 TO STR 340
HORIZONTAL SCALE: 1" = 60'
VERTICAL SCALE: 1" = 6'



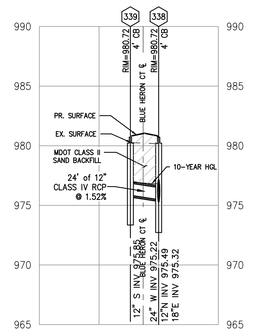
STR 305 TO STR 302
HORIZONTAL SCALE: 1" = 60'
VERTICAL SCALE: 1" = 6'



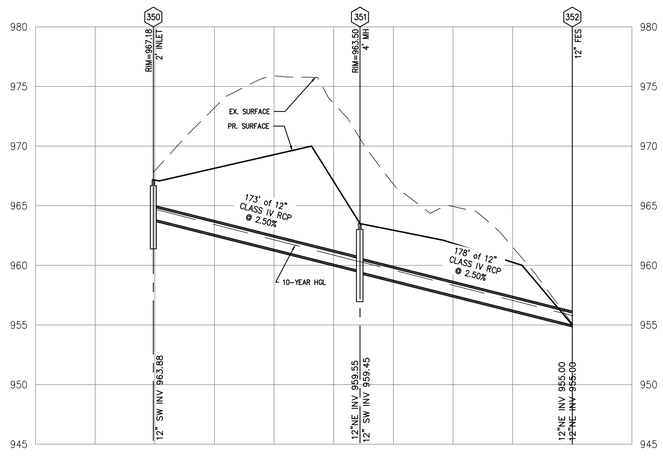
STR 323 TO STR 319
HORIZONTAL SCALE: 1" = 60'
VERTICAL SCALE: 1" = 6'



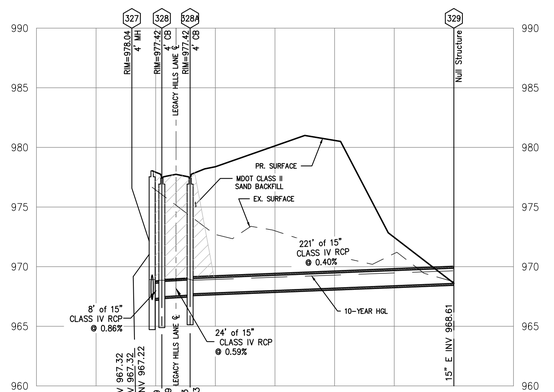
STR 344 TO STR 343
HORIZONTAL SCALE: 1" = 60'
VERTICAL SCALE: 1" = 6'



STR 339 TO STR 338
HORIZONTAL SCALE: 1" = 60'
VERTICAL SCALE: 1" = 6'



STR 346 TO STR 349
HORIZONTAL SCALE: 1" = 60'
VERTICAL SCALE: 1" = 6'



STR 329 TO STR 327
HORIZONTAL SCALE: 1" = 60'
VERTICAL SCALE: 1" = 6'

PROFILE LEGEND

SYMBOL	DESCRIPTION
	EX. SURFACE
	PR. SURFACE
	PR. HYDRAULIC GRADE LINE
	MDOT CLASS II SAND BACKFILL

BENCHMARK
BENCHMARK #194 (NAVD 88)

LOCATED IN UTILITY POLE SOUTH OF CHALLIS ROAD. (AREA UNDER ONGOING ROAD COSTRUCTION AS OF 8-25-24. RAIL ROAD SPIKE IN NORTH FACE OF SAID UTILITY POLE

ELEV: 977.25

STATE OF MICHIGAN
WES LEE O. UMLOR
ENGINEER
63301
PROFESSIONAL ENGINEER

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Know what's **below.** **Call** before you dig.

CONSTRUCTION SITE SAFETY IS THE RESPONSIBILITY OF THE CONTRACTOR; NEITHER THE OWNER NOR THE ENGINEER SHALL BE EXPECTED TO ASSUME ANY RESPONSIBILITY FOR SAFETY OF THE WORK, OF PERSONS ENGAGED IN THE WORK, OF ANY NEARBY STRUCTURES, OR OF ANY OTHER PERSONS.

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THE UMLOR GROUP
49287 WEST ROAD WIXOM, MI 48393
TEL 248.773.7676 - FAX 866.690.4307

SECTION 23
T. 2 N., R. 5 E.
GENOA TOWNSHIP
LIVINGSTON CO., MICHIGAN

DATE: 5/12/2025

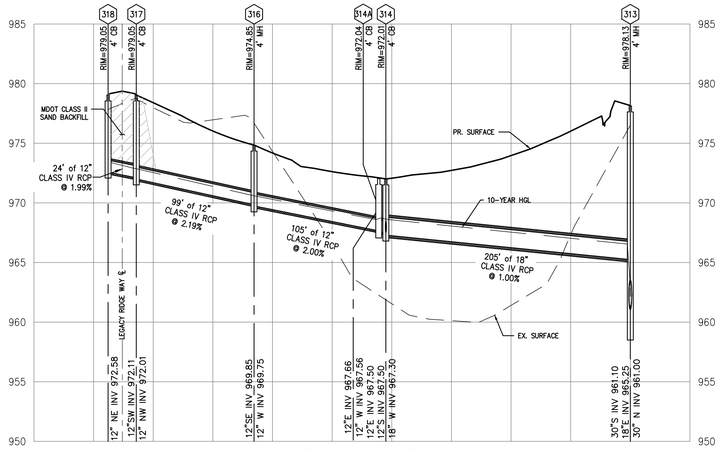
REVISIONS
7/22/2025

LEGACY HILLS
CLIENT: **PULTE HOMES OF MICHIGAN**
2800 LIVERNOIS ROAD, BLDG. D, SUITE 320
TROY, MICHIGAN 48083

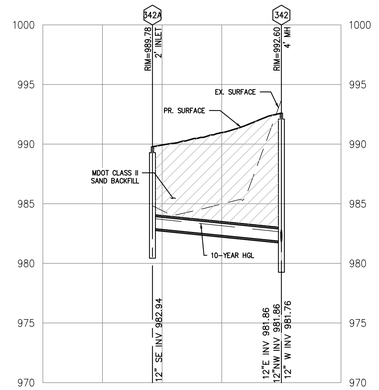
STORM SEWER PROFILES 2

DR BY: DM/JT/SC
CK BY: SA/BB
P.M.: MN
SCALE 0 30 60
1" = 60 FEET
JOB NO. 231213
SHEET NO. **23**
SHEET 23 OF 32

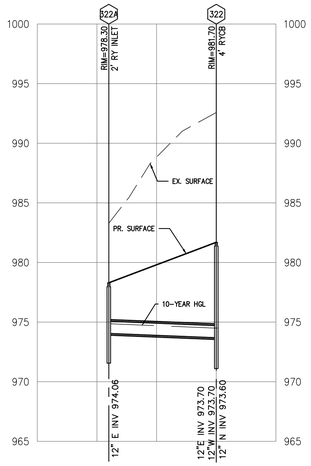
M:\UMLOR GROUP PROJECT FOLDERS\PULTE HOMES\231213 - LEGACY HILLS GENOA\DESIGN FILES & PLAN SETS\BASE AUTOCAD FILES\DRAWINGS - SITE PLAN - SHEETS\231213 - C - UTILITY PLAN.DWG



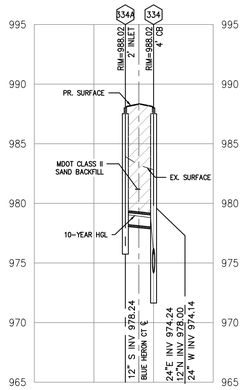
STR 318 TO STR 313
HORIZONTAL SCALE: 1" = 60'
VERTICAL SCALE: 1" = 6'



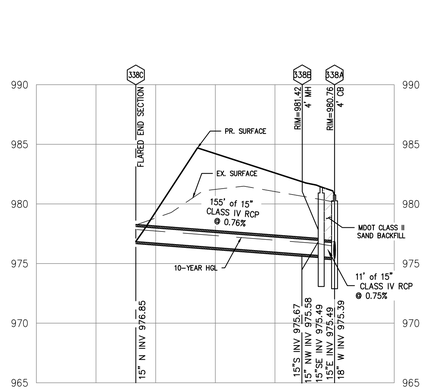
STR 342A TO STR 342
HORIZONTAL SCALE: 1" = 60'
VERTICAL SCALE: 1" = 6'



STR 322A TO STR 322
HORIZONTAL SCALE: 1" = 60'
VERTICAL SCALE: 1" = 6'



STR 334A TO STR 334
HORIZONTAL SCALE: 1" = 60'
VERTICAL SCALE: 1" = 6'



STR 338C TO STR 338A
HORIZONTAL SCALE: 1" = 60'
VERTICAL SCALE: 1" = 6'

PROFILE LEGEND

SYMBOL	DESCRIPTION
— — — —	EX. SURFACE
———	PR. SURFACE
- - - - - -	PR. HYDRAULIC GRADE LINE
▨	MDOT CLASS II SAND BACKFILL

BENCHMARK

BENCHMARK #194 (NAVD 88)

LOCATED IN UTILITY POLE SOUTH OF CHALLIS ROAD, (AREA UNDER ONGOING ROAD COSTRUCTION AS OF 8-25-24. RAIL ROAD SPIKE IN NORTH FACE OF SAID UTILITY POLE

ELEV: 977.25

STATE OF MICHIGAN
WES LEE
O. UMLOR
ENGINEER
6201055
PROFESSIONAL ENGINEER

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SECTION 23
T. 2 N., R. 5 E.
GENOA TOWNSHIP
LIVINGSTON CO., MICHIGAN

DATE: 5/12/2025

REVISIONS
7/22/2025

LEGACY HILLS

CLIENT:
PULTE HOMES OF MICHIGAN
2800 LIVERNOIS ROAD, BLDG. D, SUITE 320
TROY, MICHIGAN 48083

STORM SEWER PROFILES 3

DR BY: DM/JT/SC
CK BY: SA/BB
P.M. MN
SCALE 0 30 60
1" = 60 FEET
JOB NO. 231213
SHEET NO. **24**
SHEET 24 OF 32

M:\UMLOR GROUP PROJECT FOLDERS\PULTE HOMES\231213 - LEGACY HILLS GENOA\DESIGN FILES & PLAN SETS\BASE AUTOCAD FILES\DRAWINGS - SITE PLAN - SHEETS\231213 - C - UTILITY PLAN.DWG

STORM SEWER CALCULATIONS:

GENOA TOWNSHIP — I = 175 / (T + 25)

PROJECT NAME: Legacy Hills Genoa Acres

JOB NUMBER: 231213

FROM MH	TO MH	C avg 0.38	AREA Ac	TOTAL AREA	A*C 0.38	TOTAL A*C	T min	I in/hr	Q=CIA c'fs	Q^{FULL} c'fs	PIPE dia	PIPE CLASS	PIPE LENGTH ft	HG SLOPE	FALL in HG	UPST HG ELEV	DWNST HG ELEV	T to DS MH	V AVG fps	V^{FULL} mannings fps	PIPE SLOPE	UPST INV ELEV	DWNST INV ELEV	UPST RIM	UPST RIM TO INV	DWNST RIM TO INV	UPST CVR	DWNST CVR	UPST RIM TO HG
345	343	0.30	0.61	0.61	0.18	0.18	15.00	4.38	0.80	2.11	12	IV	230.00	0.05%	0.12	984.41	983.60	3.76	1.02	2.68	0.35%	983.61	982.80	987.50	3.89	23.35	2.72	22.18	3.09
				18.76												983.50						982.70		1006.15					
344	343	0.40	**0.00**	0.00	0.00	0.00	15.00	4.38	0.00	6.76	12	IV	115.00	0.00%	0.00	1001.44	997.30	NA	0.00	8.61	3.60%	1000.64	996.50	1006.15	5.51	4.15	4.34	2.98	4.71
																983.50						996.40		1000.65					
343	342	0.40	**0.00**	0.61	0.00	0.18	18.76	4.00	0.80	2.25	12	IV	212.36	0.05%	0.11	983.50	982.66	3.47	1.02	2.87	0.40%	982.70	981.86	1000.65	17.95	10.74	16.78	9.58	17.15
																982.56						981.76							
342A	342	0.49	0.76	0.61	0.30	0.48	15.00	4.38	2.11	3.56	12	IV	108.09	0.35%	0.38	983.74	982.66	0.67	2.68	4.54	1.00%	982.94	981.86	989.78	6.84	4.30	5.68	3.14	6.04
																982.56						981.76							
342	340A	0.40	**0.00**	1.22	0.00	0.66	22.23	4.35	2.89	3.56	12	IV	206.27	0.66%	1.36	982.56	980.49	0.93	3.68	4.54	1.00%	981.76	979.69	992.60	10.84	6.70	9.68	5.53	10.04
340A	340	0.43	0.87	2.09	0.37	1.04	23.17	3.63	3.77	6.17	12	IV	6.00	1.12%	0.07	980.39	980.31	0.02	4.81	7.86	3.00%	979.59	979.41	986.55	6.96	6.98	5.79	5.81	6.16
							23.19									980.31						979.31		986.39					
341&341A	340	0.43	1.67	1.67	0.72	0.72	15.00	4.38	3.14	6.17	12	IV	23.67	0.78%	0.18	981.41	980.70	0.10	4.00	7.86	3.00%	980.61	979.90	986.16	5.55	6.49	4.38	5.32	4.75
							15.10									980.31						979.80		986.39					
340	338A	0.43	**0.79**	4.55	0.34	2.10	23.19	3.63	7.61	8.17	15	IV	238.68	1.39%	3.32	980.31	976.82	0.64	6.21	6.66	1.60%	979.31	975.49	986.39	7.08	5.23	5.64	3.79	6.08
338A	338	0.45	0.79	5.34	0.36	2.45	23.83	3.58	8.79	11.36	18	IV	6.00	0.70%	0.04	976.87	976.82	0.02	4.97	6.43	1.17%	975.39	975.32	980.76	5.37	5.40	3.66	3.69	3.89
							23.85									976.82						975.22		980.72					
339 &339A	338	0.39	1.29	1.29	0.50	0.50	15.00	4.38	2.20	4.36	12	IV	23.67	0.38%	0.09	976.91	976.82	0.14	2.80	5.56	1.50%	975.85	975.49	980.93	5.08	5.23	3.92	4.06	4.02
							15.14									976.82						975.22		980.72					
338	335	0.45	**0.79**	7.42	0.36	3.31	23.85	3.58	11.86	12.39	24	IV	101.47	0.27%	0.28	976.82	976.52	0.45	3.78	3.94	0.30%	975.22	974.92	980.72	5.50	9.19	3.25	6.94	3.90
							24.30									976.42						974.82		984.11					
337	336 &336A	0.38	0.74	0.74	0.28	0.28	15.00	4.38	1.23	2.52	12	IV	23.67	0.12%	0.03	980.88	980.76	0.25	1.57	3.21	0.50%	980.08	979.96	984.11	4.03	4.15	2.86	2.98	3.23
336 &336A	335	0.46	1.14	1.88	0.52	0.81	15.25	4.35	3.50	4.22	12	IV	61.53	0.97%	0.59	980.66	979.80	0.23	4.46	5.37	1.40%	979.86	979.00	984.11	4.25	4.81	3.08	3.65	3.45
							15.48									976.42								982.73					
335	334	0.38	**0.00**	9.30	0.00	4.12	24.30	3.55	14.61	16.00	24	IV	115.12	0.42%	0.48	976.42	975.84	0.41	4.65	5.09	0.50%	974.82	974.24	982.73	7.91	15.94	5.66	13.69	6.31
																975.74						974.14							
334A	334	0.42	**0.64**	0.64	0.27	0.27	15.00	4.38	1.18	3.58	12	IV	23.67	0.11%	0.03	979.04	978.80	0.26	1.50	4.56	1.01%	978.24	978.00	988.02	9.78	5.29	8.61	4.13	8.98
																975.74													
334	333	0.42	0.58	10.52	0.24	4.63	24.71	3.52	16.30	18.93	24	IV	230.06	0.52%	1.19	975.74	974.13	0.74	5.19	6.02	0.70%	974.14	972.53	988.02	13.88	22.20	11.63	19.95	12.28
333	332	0.38	**0.00**	10.52	0.00	4.63	25.45	3.47	16.06	22.62	24	IV	259.06	0.50%	1.31	974.03	971.44	0.84	5.11	7.20	1.00%	972.43	969.84	993.65	21.22	14.53	18.97	12.28	19.62
332	331	0.47	0.74	11.26	0.35	4.98	26.29	3.41	16.98	21.82	24	IV	23.67	0.56%	0.13	971.34	971.12	0.07	5.40	6.94	0.93%	969.74	969.52	982.21	12.47	14.85	10.22	12.60	10.87
331	330	0.49	0.81	12.07	0.40	5.37	26.37	3.41	18.31	22.62	24	IV	35.15	0.65%	0.23	971.02	970.67	0.10	5.83	7.20	1.00%	969.42	969.07	982.21	12.79	15.14	10.54	12.89	11.19
330	327	0.50	**0.00**	12.07	0.00	5.37	26.47	3.40	18.27	22.62	24	IV	165.27	0.65%	1.08	970.57	968.92	0.47	5.82	7.20	1.00%	968.97	967.32	982.04	13.07	5.65	10.82	3.40	11.47
							26.94									968.82						967.22		971.88					
329	328A	0.28	3.15	3.15	0.88	0.88	15.00	4.38	3.86	4.07	15	IV	221.50	0.36%	0.79	969.65	968.86	1.17	3.14	3.32	0.40%	968.61	967.73	968.61	0.00	9.80	NA	8.36	-1.04
328A	328	0.48	0.51	3.66	0.24	1.13	16.17	4.25	4.79	5.05	15	IV	23.67	0.55%	0.13	968.99	968.86	0.10	3.90	4.11	0.61%	967.63	967.49	977.53	9.90	11.39	8.46	9.96	8.54
328	327	0.35	**0.58**	4.24	0.20	1.09	16.28	4.24	4.60	5.85	15	IV	8.50	0.51%	0.04	968.86	968.82	0.04	3.75	4.77	0.82%	967.39	967.32	977.53	10.14	9.93	8.70	8.49	8.67
							16.21									968.82						967.22		978.06					
327	324	0.38	**0.00**	16.31	0.00	6.46	26.94	3.37	21.76	25.79	24	IV	190.61	0.93%	1.76	968.82	966.34	0.46	6.93	8.21	1.30%	967.22	964.74	978.06	10.84	7.70	8.59	5.45	9.24
							27.40									966.26						964.64		972.44					
326 &326A	325 &325A	0.47	1.94	1.94	0.91	0.91	15.00	4.38	3.99	4.39	12	IV	23.67	1.25%	0.30	966.89	966.59	0.08	5.08	5.59	1.52%	965.57	965.21	971.88	6.31	6.67	5.14	5.50	4.99
325 &325A	324	0.38	1.67	3.61	0.63	1.55	15.08	4.37	6.75	7.15	12	IV	9.18	3.59%	0.33	966.59	966.26	0.02	8.60	9.11	4.03%	965.11	964.74	971.88	6.77	8.78	5.60	7.62	5.29
							15.10									966.26						964.64		972.44					
324	319	0.38	**0.00**	19.92	0.00	8.01	27.40	3.34	26.73	30.35	24	IV	67.60	1.40%	0.94	966.26	965.32	0.13	8.51	9.66	1.80%	964.84	963.42	972.44	7.80	9.86	5.55	7.61	6.18
							27.53									965.32						963.32		973.28					
323	322	0.34	0.63	0.63	0.21	0.21	15.00	4.38	0.94	6.67	12	IV	161.95	0.07%	0.11	980.17	974.50	2.26	1.19	8.49	3.50%	979.37	973.70	985.65	6.28	7.73	5.11	6.56	5.48
																974.40						973.60		981.70					
322A	322	0.31	0.47	0.47	0.15	0.15	15.00	4.38	0.64	2.25	12	IV	90.05	0.03%	0.03	974.86	974.50	1.85	0.81	2.87	0.40%	974.06	973.70	978.30	4.24	7.73	3.07	6.56	3.44
																974.40						973.60		981.70					
322	321	0.29	0.49	1.12	0.14	0.50	17.26	4.14	2.08	5.04	12	IV	88.99	0.34%	0.30	974.40	972.62	0.56	2.65	6.42	2.00%	973.60	971.82	981.70	8.10	5.62	6.93	4.45	7.30
321	320	0.29	0.84	1.96	0.24	0.75	17.82	4.09	3.05	5.04	12	IV	137.67	0.73%	1.01	972.52	969.87	0.59	3.88	6.42	2.00%	971.72	968.97	977.71	5.99	8.44	4.82	7.28	5.19
320	319	0.31	0.87	2.83	0.27	1.02	18.41	4.03	4.09	9.14	15	IV	148.48	0.40%	0.60	969.87	966.90	0.74	3.33	7.44	2.00%	968.87	965.90	976.33	7.46	8.73	6.02	7.30	6.46
							19.16									965.32						965.80		973.28					
319	313	0.38	**0.00**	22.75	0.00	9.02	27.40	3.34	30.13	34.37	30	IV	316.06	0.54%	1.70	965.32	963.10	0.86	6.14	7.00	0.70%	963.32	961.10	973.28	9.96	17.06	7.17	14.27	7.96
							28.26									963.00						961.00		978.16					
318 &318A	317 &317A	0.45	0.95	0.95	0.43	0.43	15.00	4.38	1.87	5.03	12	IV	23.67	0.28%	0.07	973.38	972.91	0.17	2.38	6.40	1.99%	972.58	972.11	979.05	6.47	6.94	5.30	5.77	5.67
317 &317A	316	0.46	1.21	2.16	0.56	0.98	15.17	4.36	4.29	5.27	12	IV	98.76	1.45%	1.43	972.81	970.65	0.30	5.46	6.71	2.19%	972.01	969.85	979.05	7.04	5.00	5.87	3.83	6.24
316	314A	0.38	**0.00**	2.16	0.00	0.98	15.47	4.32	4.26	5.04	12	IV	104.52	1.43%	1.49	970.55	968.60	0.32	5.42	6.42	2.00%	969.75	967.66	974.85	5.10	4.35	3.93	3.18	4.30
314A	314	0.43	**0.84**	3.00	0.36	1.35	15.79	4.29	5.77	10.50	18	IV	6.00	0.30%	0.02	968.76	968.70	0.03	3.27	5.94	1.00%	967.56	967.50	972.04	4.48	4.78	2.77	3.07	3.28
							15.82									968.60						967.40		972.01					
315 &315A	314	0.38	1.21	1.21	0.46	0.46	15.00	4.38	2.01	2.64	12	IV	23.67	0.32%	0.08	968.68	968.60	0.15	2.56	3.36	0.55%	967.83	967.50	972.01	4.38	4.51	3.21	3.34	3.33
							15.15									968.60						967.40		972.01					
314	313	0.43	0.84	5.05	0.36	2.17	15.82	4.29	9.29	10.50	18	IV	204.98	0.78%	1.60	968.60	966.55	0.65	5.26	5.94	1.00%	967.40	965.35	972.01	4.61	12.81	2.90	11.10	3.41
							16.47									963.00						965.25		978.16					
313	312	0.38	**0.00**	27.80	0.00	11.19	28.26	3.29	36.76	43.99	30	IV	179.18	0.80%	1.44	963.00	960.94	0.40	7.49	8.96	1.15%	961.00	958.94	978.16	17.16	10.07	14.37	7.28	15.16
312	311	0.52	0.38	28.18	0.20	11.38	28.66	3.26	37.13	46.95	30	IV	23.67	0.82%	0.19	960.84	960.53	0.05	7.56	9.56	1.31%	958.84	958.53	969.01	10.17	10.48	7.38	7.69	8.17
311	301	0.44	0.80	28.98	0.35	11.74	28.71	3.26	38.24	46.59	30	IV	47.28	0.87%	0.41	960.43	959.82	0.10	7.79	9.49	1.29%	958.43	957.82	969.01	10.58	11.00	7.79	8.20	8.58
							28.81									955.88								967.19					
310	309A	0.34	0.51	0.51	0.17	0.17	15.00	4.38	0.76	2.11	12	IV	140.28	0.05%	0.06	973.09	972.60	2.42	0.97	2.68	0.35%	972.29	971.80	977.50	5.21	3.21	4.04	2.04	4.41
309A	309	0.36	0.85	0.85	0.30	0.48	17.42	4.13	1.97	2.24	12	IV	6.00	0.31%	0.02	972.50	972.48	0.04	2.51	2.86	0.40%	971.70	971.68	975.55	3.85	3.08	2.68	1.91	3.05
309	308	0.36	0.85	1.36	0.30	0.78	17.46	4.12	3.22	3.28	12	IV	322.70	0.82%	2.64	972.38	969.64	1.31	4.10	4.18	0.85%	971.58	968.84	975.30	3.72	12.00	2.56	10.84	2.92
308	307	0.35	0.83	2.19	0.29	1.07	18.77	4.00	4.29	4.36	12	IV	289.16	1.45%	4.19	969.54	965.30	0.88	5.46	5.56	1.50%	968.74	964.40	979.76	11.02	10.68	9.85	9.51	10.22
307	306A	0.31	0.81	3.00	0.25	1.32	19.65	3.92	5.19	6.46	15	IV	308.25	0.64%	1.99	965.30	962.22	1.22	4.23	5.26	1.00%	964.30	961.22	974.00	9.70	6.63	8.26	5.20	8.70
306A	306	0.30	0.84	3.83	0.25	1.57	20.87	3.82	6.00	6.46	15	IV	6.00	0.86%	0.05	962.12	962.06	0.02	4.89	5.26	1.00%	961.12	961.06	966.50	5.38	4.23	3.94	2.80	4.38
306	302A	0.30	0.84	3.83	0.25	1.82	20.89	3.81	6.96	7.37	15	IV	252.04	1.16%	2.92	961.96	958.69	0.74	5.67	6.00	1.30%	960.96	957.69	966.65	5.69	6.85	4.25	5.41	4.69
302A	302	0.54	0.40	4.23	0.22	2.04	20.91	3.81	7.78	8.67	15	IV	32.50	1.45%	0.47	958.59	958.00	0.09	6.34	7.06	1.80%	957.59	**957.00**	963.18	5.59	5.46	4.16	4.02	4.59
							21.00									956.37						953.28		963.81					
305 &305A	304 &304A	0.32	1.31	1.31	0.42	0.42	15.00	4.38	1.83	2.11	12	IV	23.67	0.26%	0.06	957.24	957.17	0.17	2.34	2.68	0.35%	954.58	954.50	960.11	5.53	3.98	4.36	2.82	2.87
304 &304A	303	0.48	1.59	2.90	0.76	1.18	15.17	4.36	5.15	5.75	18	IV	235.00	0.24%	0.57	957.17	956.61	1.34	2.92	3.26	0.30%	954.40	953.70	960.11	5.71	9.78	4.00	8.07	2.94
																								961.85					
303A &303B	303	0.29	1.64	1.64	0.48	0.48	15.00	4.38	2.08	3.38	12	IV	23.46	0.34%	0.08	958.01	957.80	0.15	2.65	4.30	0.90%	957.21	957.00	961.90	4.69	4.85	3.52	3.68	3.89
																956.61						953.60		961.85					
303	302	0.38	**2.27**	6.81	0.86	2.52	16.51	4.22	10.63	10.12	24	IV	108.47	0.22%	0.24	956.61	956.37	0.53	3.38	3.22	0.20%	953.60	953.38	961.85	8.25	12.60	6.00	10.35	5.24
							17.05									956.37						953.28							
302	301	0.50	**0.00**	11.04	0.00	4.56	21.00	3.80	17.35	17.52	24	IV	82.74	0.59%	0.49	956.37	955.88	0.25	5.52	5.58	0.60%	953.28	952.78	963.81	10.53	15.22	8.28	12.97	7.44
							21.25									955.88						952.68							
301	300	0.50	**0.00**	40.02	0.00	16.30	28.81	3.25	53.00	64.24	48	V	340.89	0.14%	0.46	955.88	955.20	1.35	4.22	5.11	0.20%	952.68	952.00	967.19	14.51	17.98	10.09	13.56	11.31
							30.16									952.33						952.00		967.00					
350	351	0.49	0.68	0.68	0.33	0.33	15.00	4.38	1.46	5.63	12	IV	173.29	0.17%	0.29	964.68	960.35	1.56	1.86	7.17	2.50%	963.88	959.55	967.18	3.30	3.95	2.13	2.78	2.50
351	352	0.49	0.00	0.68	0.00	0.33	16.56	4.21	1.40	5.63	12	IV	177.97	0.16%	0.28	960.25	955.80	1.66	1.79	7.17	2.50%	959.45	955.00	963.50	4.05	NA	2.88	NA	3.25
							18.22									952.33													
EMERGENCY OVERFLOW FOR LOW AREA A																													
338C	338B	0.38	3.37	3.37	1.28	1.28	15.00	4.38	5.60	5.62	15	IV	155.41	0.75%	1.17	977.85	976.68	0.57	4.57	4.58	0.76%	976.85	975.68	976.85	NA	5.74	NA	4.31	NA
338B	338A	0.38	0.00	3.37	0.00	1.28	15.57	4.31	5.52	5.59	15	IV	11.20	0.73%	0.08	976.58	976.49	0.04	4.50	4.56	0.75%	975.58	975.49	981.42	5.84	11.41	4.41	9.98	4.84
							15.61									952.33						975.39		987.72					

BENCHMARK

BENCHMARK #194 (NAVD 88)

LOCATED IN UTILITY POLE SOUTH OF CHALLIS ROAD, (AREA UNDER ONGOING ROAD COSTRUCTION AS OF 8-25-24. RAIL ROAD SPIKE IN NORTH FACE OF SAID UTILITY POLE.

ELEV: 977.25

STATE OF MICHIGAN — WES LEE O. UMLOR — ENGINEER — 63000 — PROFESSIONAL ENGINEER

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

811 — Know what's **below.** **Call** before you dig.

CONSTRUCTION SITE SAFETY IS THE RESPONSIBILITY OF THE CONTRACTOR; NEITHER THE OWNER NOR THE ENGINEER SHALL BE EXPECTED TO ASSUME ANY RESPONSIBILITY FOR SAFETY OF THE WORK, OF PERSONS ENGAGED IN THE WORK, OF ANY NEARBY STRUCTURES, OR OF ANY OTHER PERSONS.

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THE UMLOR GROUP
49287 WEST ROAD WIXOM, MI 48393
TEL 248.773.7656 - FAX 866.690.4307

SECTION 23 | T. 2 N., R. 5 E. | GENOA TOWNSHIP | LIVINGSTON CO., MICHIGAN

DATE: 5/12/2025

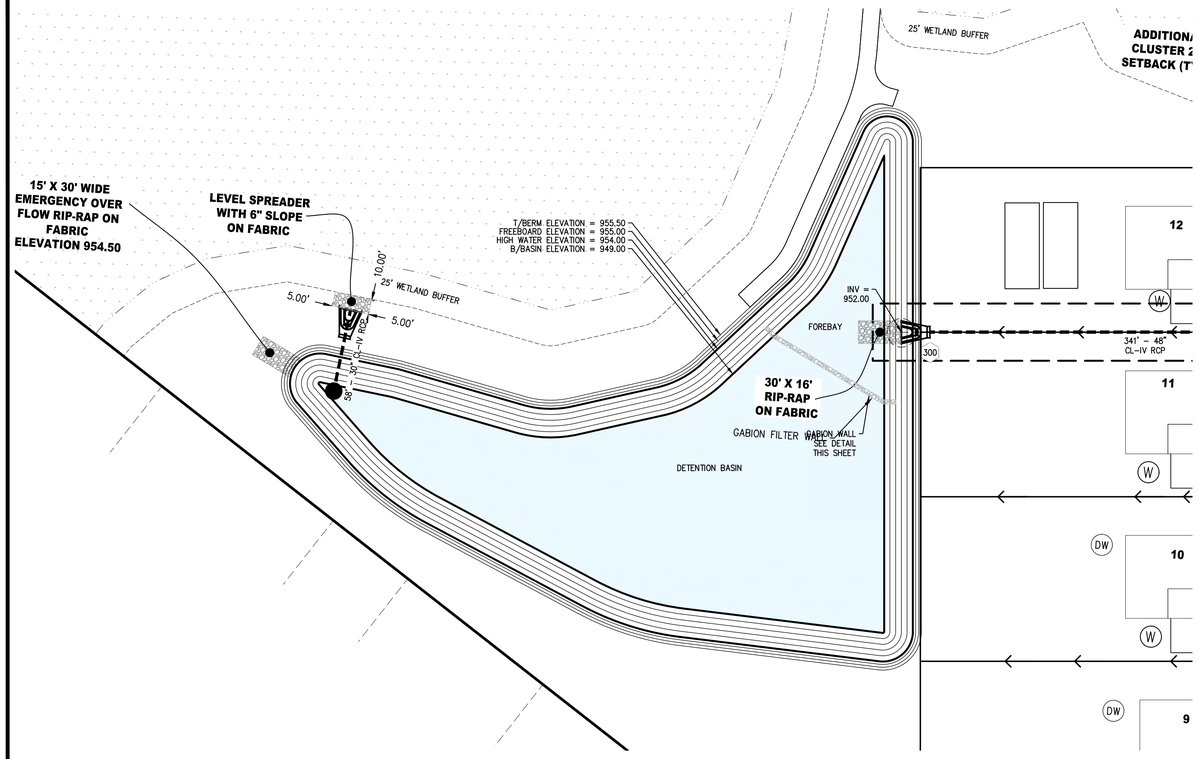
REVISIONS
7/22/2025

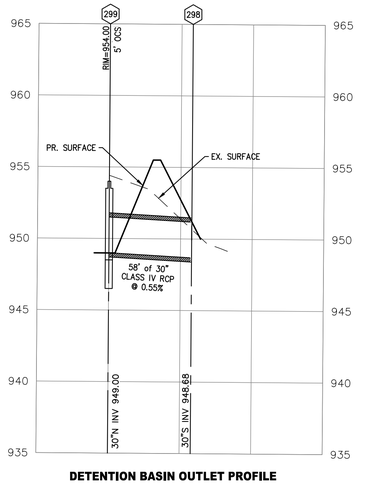
CLIENT: **LEGACY HILLS**
PULTE HOMES OF MICHIGAN
2800 LIVERNOIS ROAD, BLDG. D, SUITE 320
TROY, MICHIGAN 48083

STORM CONVEYANCE CALCULATIONS

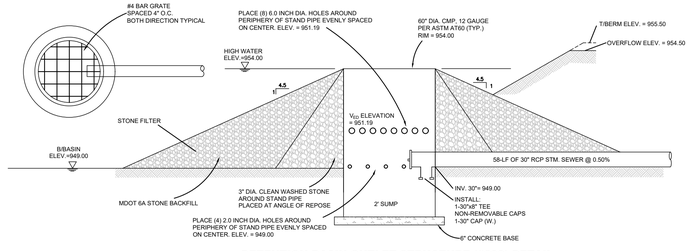
DR BY: DM/JT/SC
CK BY: SA/BB
P.M. MN
SCALE 0 30 60
1" = 60 FEET
JOB NO. 231213
SHEET NO. **25**
SHEET 25 OF 32

M:\UMLOR GROUP PROJECT FOLDERS\PULTE HOMES\231213 - LEGACY HILLS GENOA\DESIGN FILES & PLAN SETS\BASE AUTOCAD FILES\DRAWINGS - SITE PLAN - SHEETS\231213 - C - UTILITY PLAN.DWG





DETENTION BASIN OUTLET PROFILE
HORIZONTAL SCALE: 1" = 50'
VERTICAL SCALE: 1" = 5'

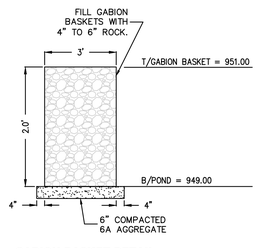


DETENTION BASIN ORIFICE STRUCTURE (#299) DETAIL
NO SCALE

Infiltration Trench

Trench width =	4 ft
Trench height =	4 ft
Trench infiltration area =	12 sq. ft. / ft.
Infiltration rate =	0.5 ft. / hour
Trench infiltration rate =	6 cu. ft. / ft. / hour
Trench length =	475 ft
Site trench infiltration rate =	2850 cu. ft. / hour
Time to dewater CPVC =	29.03 hours

Rate less than 48 hours, therefore ok



GABION BASKET DETAIL
NO SCALE

Stormwater Narrative

The proposed development shall collect and convery stormwater to a basin and outlet to an existing wetland onsite. The stormwater shall be collected via road catch basins and yard inlets and conveyed via concrete pipe to the basin. The basin shall provide infiltration to satisfy the requirements of *Livingston County Procedures and Design Criteria for Stormwater Management Systems Drainage Rule 2.2.1.2.a* , Channel Protection Volume Control. The basin shall outlet to an existing regulated wetland, which is part of a conservation easement, on the northwest part of the site.

Additionally, natural low areas are designated onsite to remain in their natural state per *Livingston County Procedures and Design Criteria for Stormwater Management Systems Drainage Rule 2.3.2.c.1* . The natural low areas summarized in the chart below. Each low area has been designed to accomodate Channel Protection Volume and have an overflow or enter a storm pipe well below any residential structure opening.

Infiltration Narrative

We propose to infiltrate the Channel Protection Volume in selected storm sewer collection pipes as shown on the plan. The pipes designed diameter will be based on the 10 year capacity but will be ADSN-12 perforated pipe bedded in stone and connected to the existing sand. The pipes will be installed according to ASTM and ADS Technical specifications.

The final infiltration rate will be based on LCDC specifications and the as tested in situ rate. Currently we are assuming 6"/hr based on the EGLE Onsite Wastewater Manuel for sand.

The depth of sand in relation to the storm sewer installation has been largely confirmed based on the following test holes. These test holes are in the vicinity of the storm sewers they are referenced to, and the actual infiltration tests will be taken at the design location.

Low Area Table

Natural Low Area	Area (sf)	B/Storage Elev.	T/Storage Elev.	Overflow Elev.
A	19,788	956.00	975.00	978.20
B	6,286	977.00	979.00	979.30
C	2,717	958.00	960.00	960.00
D	4,838	966.00	968.50	968.61
E	5,423	962.00	964.00	964.50
F	9,637	951.00	953.00	953.50
G	2,704	951.00	953.00	953.90

Testhole Sand Depth

Testhole #	Depth (ft)	Soil Type
1000	1	Topsoil
	7	Sand
1005	1	Topsoil
	8	Clay Loam
	9	Coarse Sand & Gravel
1006	1	Topsoil
	3	Clay Loam
	4	Sand
1007	1	Topsoil
	15	Clay Loam
	4	Coarse Sand & Gravel
1074	1	Topsoil
	8	Coarse Sand & Gravel
1067	1	Topsoil
	12	Coarse Sand & Gravel
1119	1	Topsoil
	8	Clay Loam
	6	Coarse Sand & Gravel
1077	1	Topsoil
	6	Clay Loam
	6	Coarse Sand & Gravel

Detention Basin

C=	Contributing Runoff Coef	0.38
A=	Contributing Area from Conveyar	40.02 acres
A=	Contriubuting Area to Basin	6.12 acres
A=	Total Contributing Area	46.14 acres
Tc=	Time of Concentration	30.16 min <-- (from conveyance)

Water Quality Control (WQ)

V_{WQ} = required Water Quality volume

V_{WQ} = 3,630 x C x A 63,646 ft^3

*V_{WQ} = 0.15 * V_{WQ} 9,547 ft^3

*Upstream Infiltration Provided

Channel Protection Volume Control (CPVC)

V_{CP-R} = Channel Protection Volume required from 1.3" Rainfall

V_{CP-R} = 4,719 x C x A 82,739 ft^3 <-- to be infiltrated

See proposed infiltration table for infiltration volume

Channel Protection Rate Control - Extended Detention (CPRC)

V_{ED} = Extended Detention from 1.9" Rainfall (dewater in 48 hours)

V_{ED} = 6,897 x C x A 120,926 ft^3

See proposed Detention Basin Volume table for basin elevations and volume

Extended Detention Volume Discharge Rate

Q_{ED} = = VED / (48 hr) (60min) (60sec) 0.70 cfs

Detention & Flood Control Volume (DFC)

Safe conveyanance of 100-year, 24-hr storm w/ 1' freeboard

Q_{VRR} = Variable Release Rate

Q_{VRR} = 1.1055 - 0.206 Ln(A) 0.32 ft^3/acre

lesser of:

Q_{VRR} =	Variable Release Rate	0.32 cfs/acre
	*Development size (<2acre-1.0cfs ,>100acre- 1.5cf:	N/A cfs/acre
Q_{RR}	**Restricted rate for the outlet drain	N/A cfs/acre
Q_{PR}	**Prorated share of the outlet drain's capacity	N/A cfs/acre
Q_{100ALL} =	Peak Flow Rate (lesser of)	0.32 cfs/acre

* If acreage of development is <2 or > 100 use specified rate unless outlet restrictions

** If there are no outlet drain restrictions use Q_{VRR}

V_{100RUN} = Required Detention Volume

V_{100RUN} = 18,985 x C x A 332,868 ft^3

Q_{100IN}= 100-year post development inflow rate

Q_{100IN}= 275/(Tc + 30) x C x A 80.15

R= Storage Curve Factor

R= 0.206-0.15Ln(Q_{100ALL}/Q_{100IN}) 1.036

Standard Method Runoff Volume Calculations

Determine Applicable BMP sand Associated Volume Credits V_{CP-P}

Infiltration Volume

BMP	Perimeter (ft)	Length (ft)	Infiltration Area (sf)	*Avg Desing Infiltration Rate (in/hr)	Infiltration Time (hrs)	Infiltration Volume During Storm (cf)
Infiltration Bedding	12	235	2,820	6.00	60	84,600

Total Volume Reduction Provided (V_{CP-P}) 84,600 cf

Channel Protection Volume Required (V_{CP-R}) 82,739 cf

Channel Protection Volume Credit (V_{CP-C}) 82,739 cf

V_{100DET}= (V_{100RUN} x R) - V_{CP-C} 262,211 cf

V_{ED} = minimum detention size 120,926 cf

Detention Volume Required (greater of) **262,211** cf

PROFILE LEGEND

SYMBOL	DESCRIPTION
	EX. SURFACE
	PR. SURFACE
	PR. HYDRAULIC GRADE LINE
	MDOT CLASS II SAND BACKFILL

LEGEND

	EX. WETLAND
	WETLAND BUFFER
	PR. STORM SEWER
	PR. STORM STRUCTURE
	DRAINAGE ARROW

Water Quality Control (WQ) per Genoa Township

V_{WQ} = 5% * V_{100DET} 13,111 cf

Basin Volume

Elevation (ft)	Area (sf)	Height, H (ft)	Incr Vol. (cf)	Vol (cf)	
949	5,556	-	-	-	B/ Forebay
950	6,891	1.00	6,223	6,223	V_{WQ} =
951	8,276	1.00	7,583	**13,807**	13,111 cf

Elevation (ft)	Area (sf)	Height, H (ft)	Incr Vol. (cf)	Vol (cf)	
949	49,169	-	-	-	B/ Basin
950	54,355	1.00	51,762	51,762	V_{ED} =
951	59,656	1.00	57,006	108,768	120,926 cf
952	65,056	1.00	62,356	171,124	V_{ED} Elev. =
953	70,558	1.00	67,807	238,931	951.19
954	76,159	1.00	73,359	**312,289**	**High Water**
955	88,891	1.00	82,525	394,814	**Freeboard**

DETENTION BASIN ORIFICE SIZING V_{ED} OUTLET

Volume of Storage Required =		120,926 cf	
Depth of Storage h =		2.19 ft	
Q_{ED} =		0.70 cfs	
A = Q_{ED} / (0.625*sqrt(64.4*h)) =		0.09 sf	
Orifice Area A =		13.96 in^2	
Area for 2" hole =		3.14 in^2	
Number of 2" holes =		4.3	
Therefore use	**4**	**- 2" Dia. Holes Centered At Elev.**	**949.00**
$Q_{actual ED}$ =		0.643 cfs < Q_{ED}	0.700 cfs
Time to Dewater V_{ED}=		3,136 min	52.3 hr
Depth of Total Storage =		5 ft	
Q_{ED100} at Bottom of Storage =		1.05 cfs	

DETENTION BASIN ORIFICE SIZING 100-YEAR OUTLET

Volume of Storage Required =		262,211 cf	
Depth of Remaining Storage =		2.81 ft	
Depth of Storage h =		5.00 ft	
Q_{100} = Q100ALL * Contributing Acre		14.59 cfs	
Q_{ED100} at Bottom of Storage =		1.05 cfs	
Q_{100ALL} - Q_{ED100} =		13.54 cfs	
Orifice Area A =		1.63 sf	
A = (0.3988*Am*(h^(1/2))) / 172,800		234.09 in^2	
Area for 6" hole =		28.26 in^2	
Number of 6" holes =		8.3	
Therefore use	**8**	**- 6" Dia. Holes Centered At Elev.**	**951.19**
$Q_{actual100}$ =		13.078 cfs	
$Q_{actual100}$ + $Q_{actualED100}$ =		**14.125 cfs < Q_{100}**	**14.588 cfs**
Time to Dewater V_{100}=		309 min	5.2 hr
Full Time to Dewater V_{ED} and V_{100} =			**57.42 hr**

DETENTION BASIN OUTLET STRUCTURE SIZING

Size of Overflow MH =	**5 ft**
% of MH that can be used as weir =	50%
Length of Weir = L =	9.82 ft
Acreage Tributary to Overflow (on + off site) =	46.14 Ac
Composite Runoff Coefficient =	0.38
Longest Time of Flow from Basin =	30.16 min
Sum of all Flow into Basin (From Pipe Flow Calculations) =	64.24 cfs
Volume of Basin (Det Calcs) =	262,211 ft^3
Storage Elevation =	954.00 ft
Freeboard Elevation =	955.00 ft
Time to Fill Basin Vprov / Flow into Basin =	68.03 min.
I = 175 / (Tc+25) =	1.42 in/hr
Qexp = C*I*A =	24.91 cfs
Qweir = 3.33*(L)*($h^{3/2}$) =	
Calculate how high the water will rise above the Outlet Structure to pass the expected flow.	
h =	0.83 ft
Weir Outlet MH =	954.00 ft
Elevation of Water during Overflow Conditions =	954.83 ft
Elevation of water during overflow condition is less than top of berm elevation, therefore the outlet MH is adequately sized.	

CAPACITY OF THE DETENTION BASIN OUTLET PIPE

Orifice Formula, Q = 0.62*A*sqrt(2*32.2*H)		
Qexp =	24.91	cfs
Outlet Size =	30.00	in
Area of Pipe =	4.91	sf
Invert Elevation =	949.00	ft
Springline EL. =	950.25	ft
H =	5.00	ft
Qprov (Orifice Formula) =		
Q = 0.62*A*sqrt(2*32.2*H)	54.61	cfs
Pipe slope =	0.55%	
Qprov (Pipe Flow Formula) =		
Q = 1.486/n*A*R^(2/3)*S^(1/2) =	30.42	cfs
Use	**30**	**in Dia Outlet**

Use 30" Diameter Overflow Outlet Pipe @0.55% Slope

BENCHMARK
BENCHMARK #194 (NAVD 88)

LOCATED IN UTILITY POLE SOUTH OF CHALLIS ROAD. (AREA UNDER ONGOING ROAD COSTRUCTION AS OF 8-25-24. RAIL ROAD SPIKE IN NORTH FACE OF SAID UTILITY POLE

ELEV: 977.25

WES LEE D. UMLOR ENGINEER 6/7/2025

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TEL 248.773.7656 - FAX 866.690.3307

SECTION 23 | T. 2 N., R. 5 E. | GENOA TOWNSHIP | LIVINGSTON CO., MICHIGAN

DATE: 5/12/2025

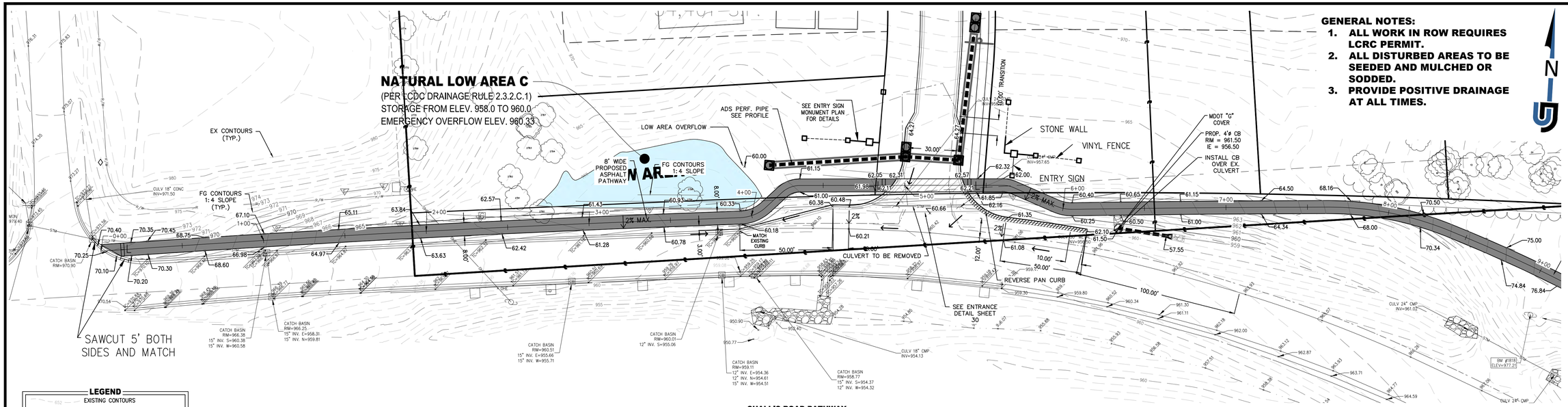
REVISIONS
7/22/2025

LEGACY HILLS
CLIENT:
PULTE HOMES OF MICHIGAN
2800 LIVERNOIS ROAD, BLDG. D, SUITE 320
TROY, MICHIGAN 48083

STORMWATER MANAGEMENT PLAN

DR BY: DM/JT/SC
CK BY: SA/BB
P.M. MN
SCALE 0 25 50
1" = 50 FEET
JOB NO. 231213
SHEET NO. **26**
SHEET 26 OF 32

M:\UMLOR GROUP PROJECT FOLDERS\PULTE HOMES\231213 - LEGACY HILLS GENOA\DESIGN FILES & PLAN SETS\BASE AUTOCAD FILES\DRAWINGS - SITE PLAN - SHEETS\231213 - C - UTILITY PLAN.DWG



GENERAL NOTES:

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2. **ALL DISTURBED AREAS TO BE SEEDED AND MULCHED OR SODDED.**
3. **PROVIDE POSITIVE DRAINAGE AT ALL TIMES.**

LEGEND

- EXISTING CONTOURS
- PROPOSED CONTOURS
- PR. SWALE
- EX. WETLAND
- EX. WETLAND BUFFER
- PR. STORM SEWER
- PR. STORM STRUCTURE
- DRAINAGE ARROW

CHALLIS ROAD PATHWAY PROFILE
STA: 00+00 - 8+50
HORIZONTAL SCALE: 1" = 30'
VERTICAL SCALE: 1" = 3'

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SECTION 23 | T. 2 N., R. 5 E. | GENOA TOWNSHIP | LIVINGSTON CO., MICHIGAN

DATE: 5/12/2025

REVISIONS
7/22/2025

LEGACY HILLS

CLIENT: **PULTE HOMES OF MICHIGAN**
2800 LIVERNOIS ROAD, BLDG. D, SUITE 320
TROY, MICHIGAN 48083

CHALLIS ROAD PATHWAY STA 00+00 – 8+50

DR BY: DM/JT/SC
CK BY: SA/BB
P.M. MN
SCALE 0 AS NOTED
JOB NO. 231213
SHEET NO. **27**
SHEET 27 OF 32

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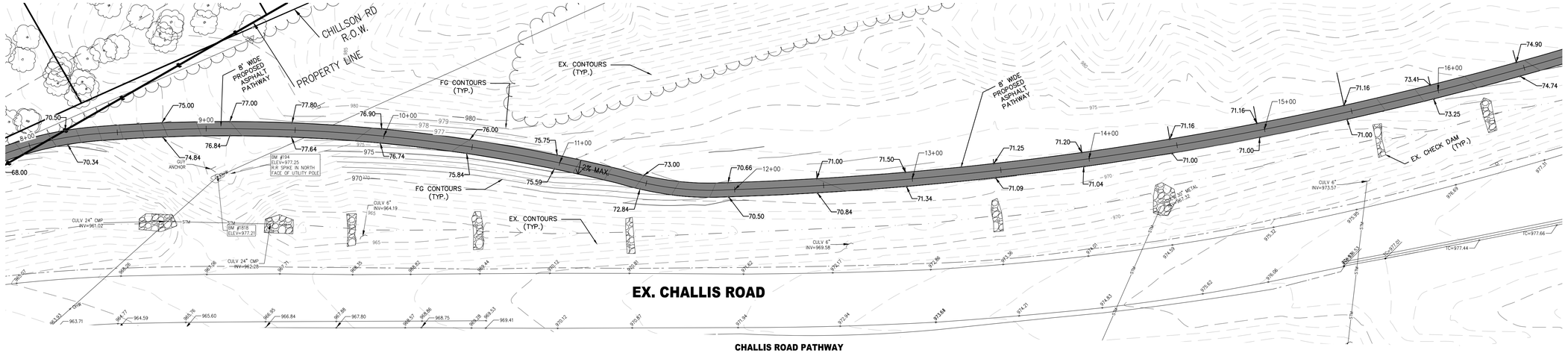

CHALLIS ROAD PATHWAY
STA: 8+50 - 16+50
SCALE: 1" = 30'

LEGEND

- EXISTING CONTOURS
- PROPOSED CONTOURS
- PR. SWALE
- EX. WETLAND
- EX. WETLAND BUFFER
- PR. STORM SEWER
- PR. STORM STRUCTURE
- DRAINAGE ARROW

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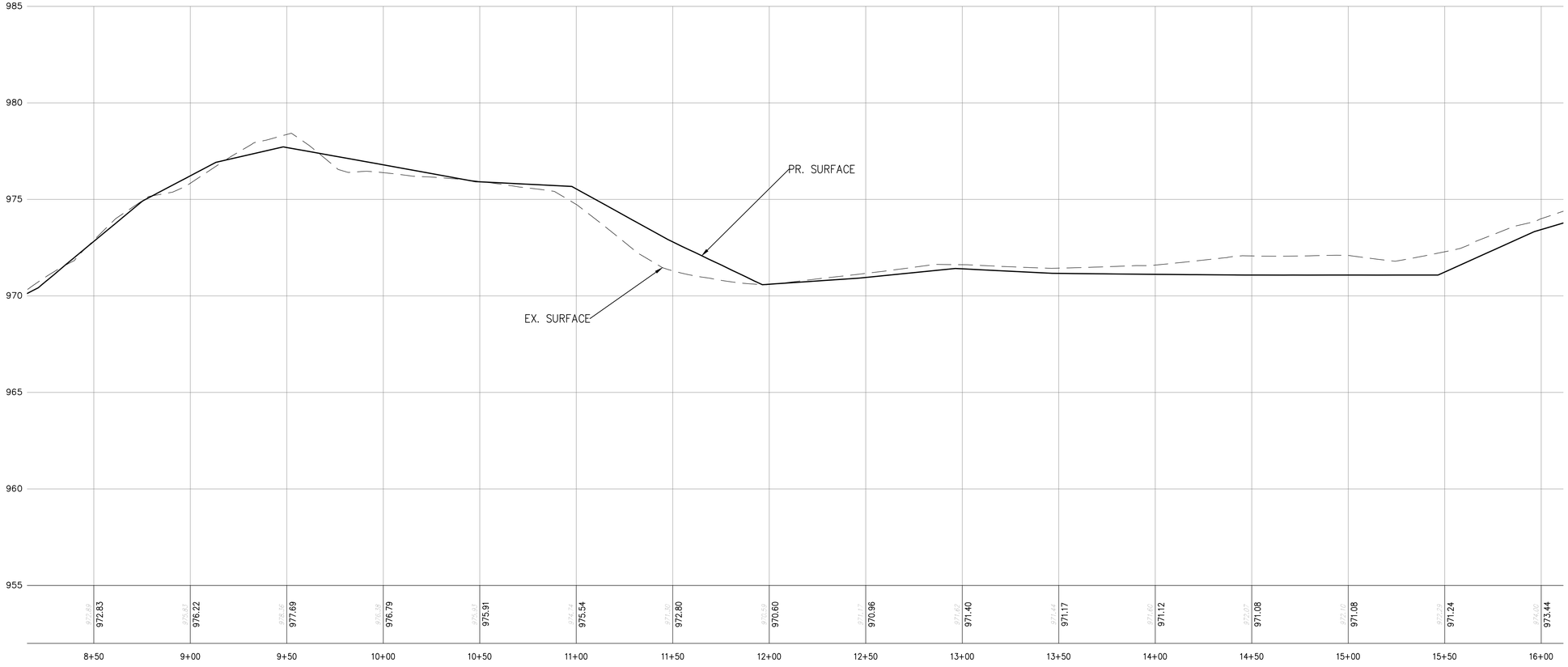

CHALLIS ROAD PATHWAY PROFILE
STA: 8+50 - 16+50
HORIZONTAL SCALE: 1" = 30'
VERTICAL SCALE: 1" = 3'

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SECTION 23 | T. 2 N., R. 5 E. | GENOA TOWNSHIP | LIVINGSTON CO., MICHIGAN

DATE: 5/12/2025

REVISIONS
7/22/2025

LEGACY HILLS

CLIENT: **PULTE HOMES OF MICHIGAN**
2800 LIVERNOIS ROAD, BLDG. D, SUITE 320
TROY, MICHIGAN 48083

CHALLIS ROAD PATHWAY STA 8+50 – 16+50

DR BY: DM/JT/SC
CK BY: SA/BB
P.M. MN
SCALE AS NOTED
JOB NO. 231213
SHEET NO. **28**
SHEET 28 OF 32

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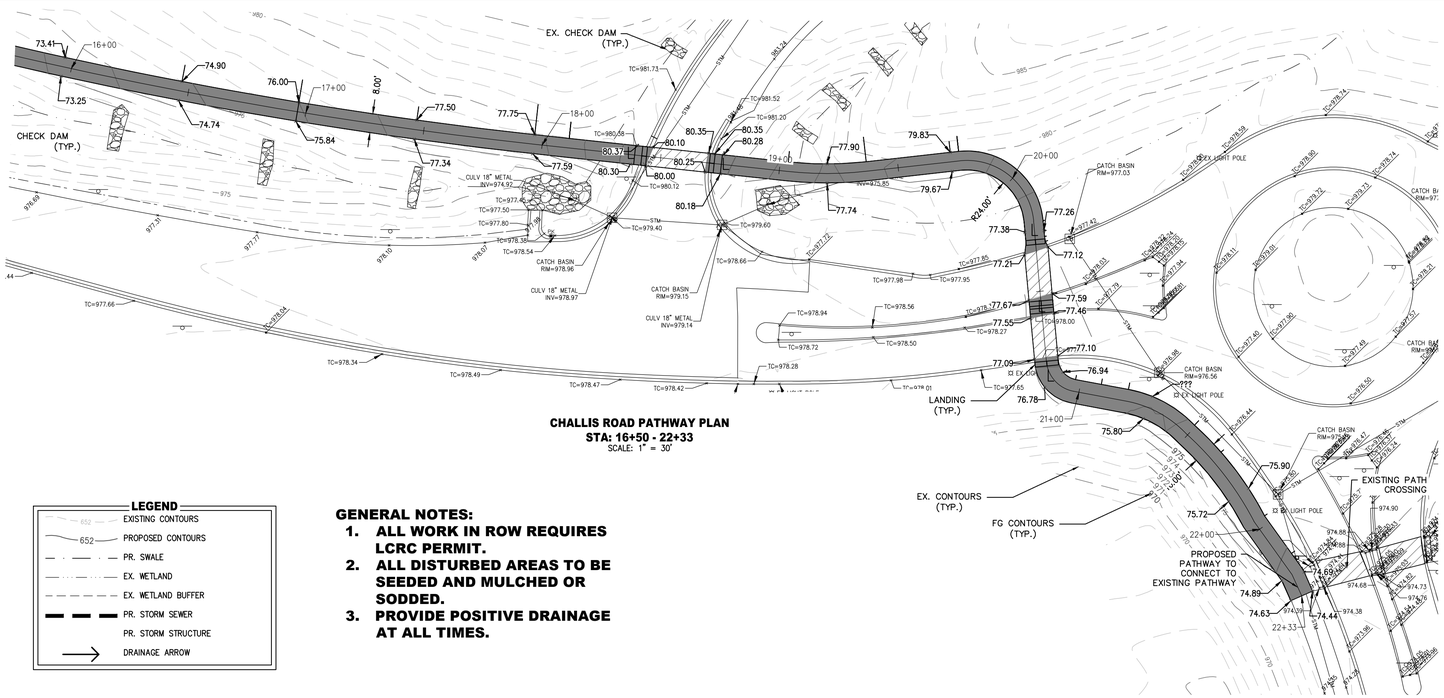

CHALLIS ROAD PATHWAY PLAN
STA: 16+50 - 22+33
SCALE: 1" = 30'

LEGEND

- EXISTING CONTOURS
- PROPOSED CONTOURS
- PR. SWALE
- EX. WETLAND
- EX. WETLAND BUFFER
- PR. STORM SEWER
- PR. STORM STRUCTURE
- DRAINAGE ARROW

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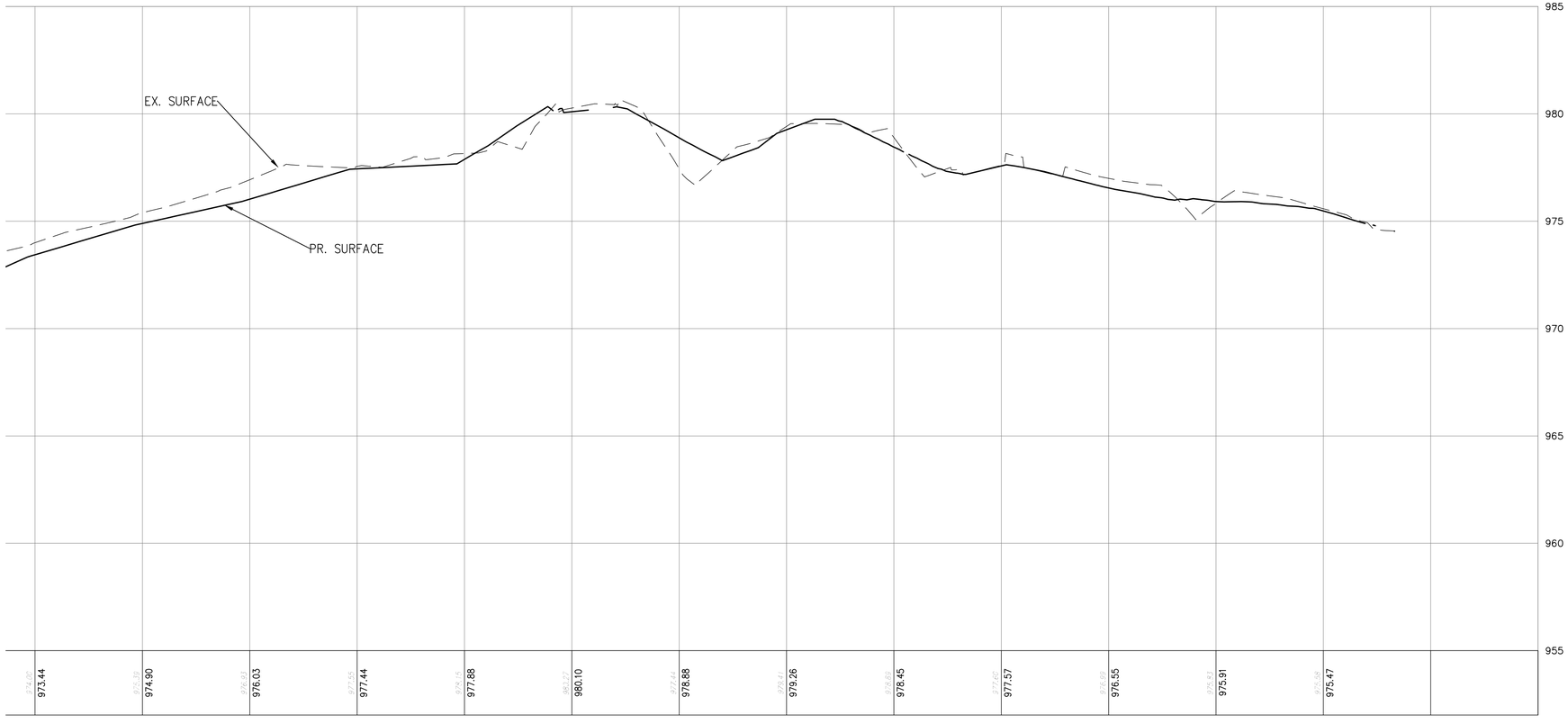

CHALLIS ROAD PATHWAY PROFILE
STA: 16+50 - 22+33
HORIZONTAL SCALE: 1" = 30'
VERTICAL SCALE: 1" = 3'

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DATE: 5/12/2025

REVISIONS
7/22/2025

LEGACY HILLS

CLIENT: **PULTE HOMES OF MICHIGAN**
2800 LIVERNOIS ROAD, BLDG. D, SUITE 320
TROY, MICHIGAN 48083

CHALLIS ROAD PATHWAY STA 16+50 – 22+33

DR BY: DM/JT/SC
CK BY: SA/BB
P.M. MN
SCALE 0
AS NOTED
JOB NO. 231213
SHEET NO. **29**
SHEET 29 OF 32

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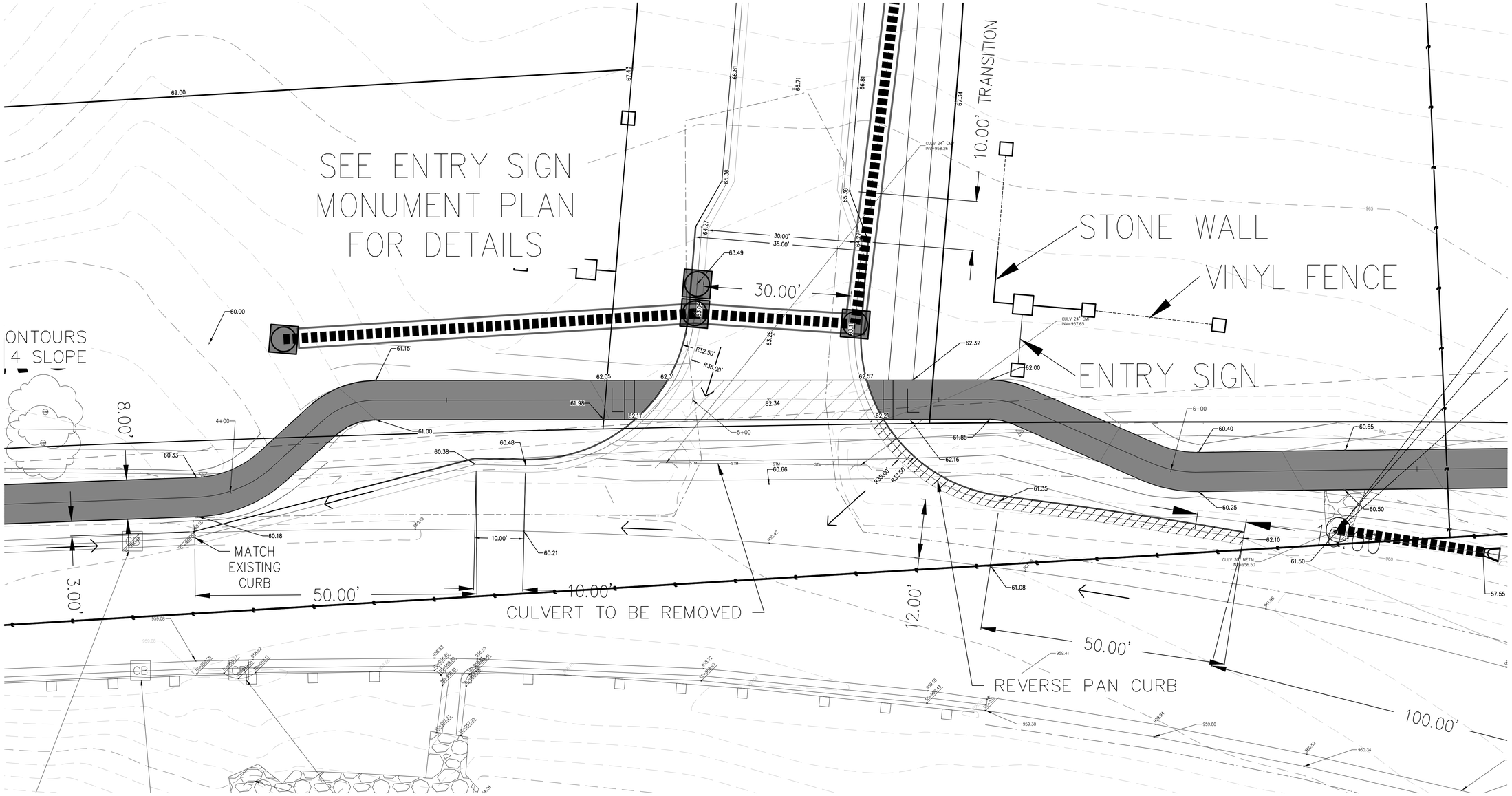
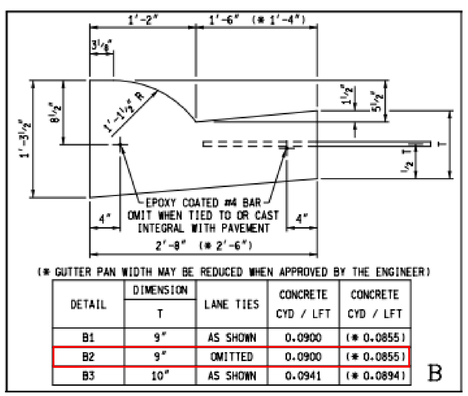


PATHWAY - ENTRANCE DETAIL

SCALE: 1" = 10'



(* GUTTER PAN WIDTH MAY BE REDUCED WHEN APPROVED BY THE ENGINEER)

DETAIL	DIMENSION T	LANE TIES	CONCRETE CYD / LFT	CONCRETE CYD / LFT
B1	9"	AS SHOWN	0.0900	(* 0.0855)
B2	9"	OMITTED	0.0900	(* 0.0855)
B3	10"	AS SHOWN	0.0941	(* 0.0894)

LEGEND

- EXISTING CONTOURS (652)
- PROPOSED CONTOURS (652)
- PR. SWALE
- EX. WETLAND
- EX. WETLAND BUFFER
- PR. STORM SEWER
- PR. STORM STRUCTURE
- DRAINAGE ARROW

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SECTION 23
T. 2 N., R. 5 E.
GENOA TOWNSHIP
LIVINGSTON CO., MICHIGAN

DATE: 5/12/2025

REVISIONS
7/22/2025

LEGACY HILLS

CLIENT: **PULTE HOMES OF MICHIGAN**
2800 LIVERNOIS ROAD, BLDG. D, SUITE 320
TROY, MICHIGAN 48083

ENTRANCE DETAIL

DR BY: DM/JT/SC
CK BY: SA/BB
P.M. MN
SCALE 0 -- --
AS NOTED
JOB NO. 231213
SHEET NO. **30**
SHEET 30 OF 32

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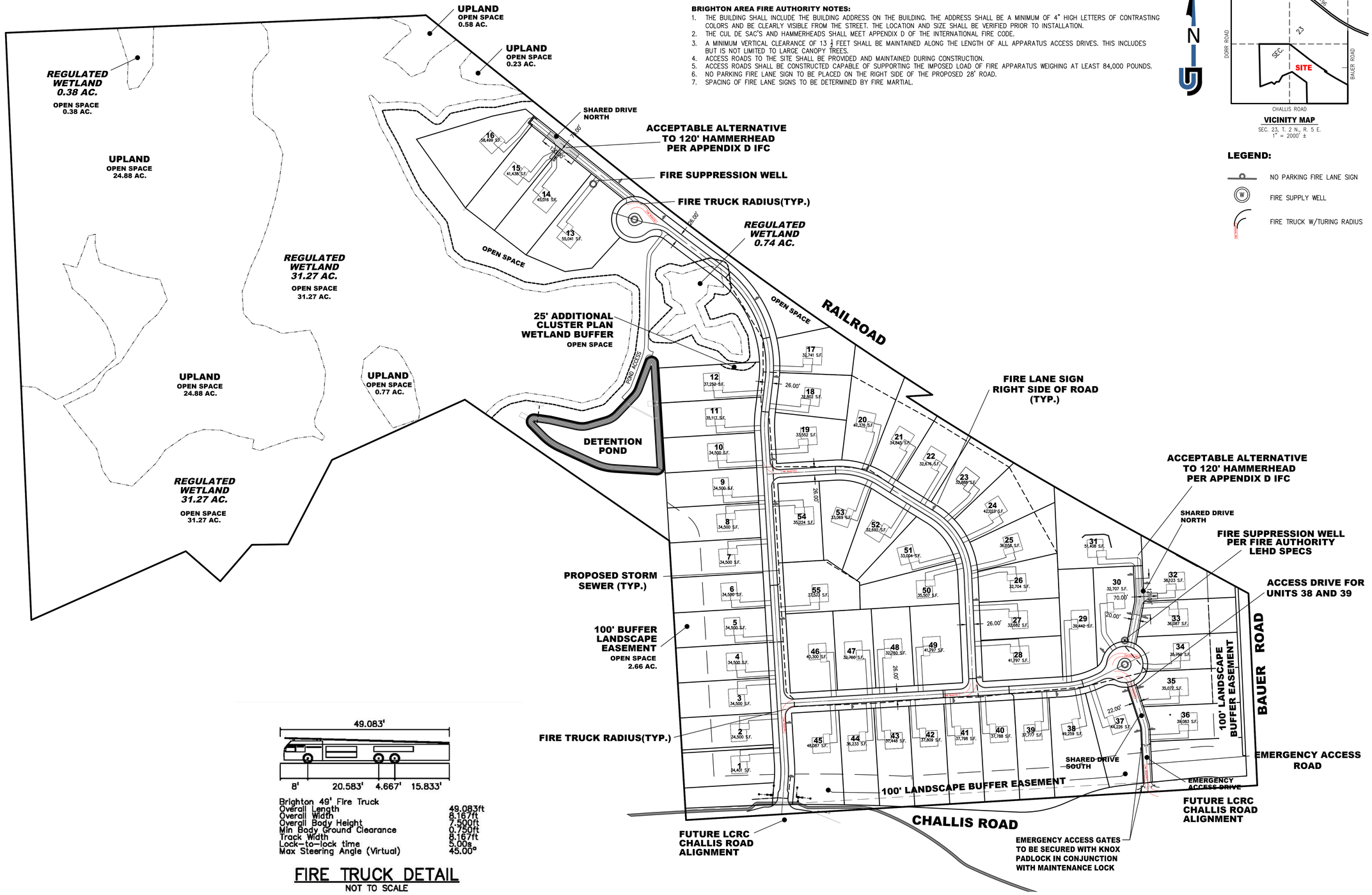
BRIGHTON AREA FIRE AUTHORITY NOTES:

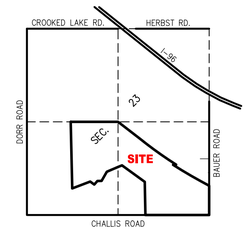
1. THE BUILDING SHALL INCLUDE THE BUILDING ADDRESS ON THE BUILDING. THE ADDRESS SHALL BE A MINIMUM OF 4" HIGH LETTERS OF CONTRASTING COLORS AND BE CLEARLY VISIBLE FROM THE STREET. THE LOCATION AND SIZE SHALL BE VERIFIED PRIOR TO INSTALLATION.
2. THE CUL DE SAC'S AND HAMMERHEADS SHALL MEET APPENDIX D OF THE INTERNATIONAL FIRE CODE.
3. A MINIMUM VERTICAL CLEARANCE OF 13 ½ FEET SHALL BE MAINTAINED ALONG THE LENGTH OF ALL APPARATUS ACCESS DRIVES. THIS INCLUDES BUT IS NOT LIMITED TO LARGE CANOPY TREES.
4. ACCESS ROADS TO THE SITE SHALL BE PROVIDED AND MAINTAINED DURING CONSTRUCTION.
5. ACCESS ROADS SHALL BE CONSTRUCTED CAPABLE OF SUPPORTING THE IMPOSED LOAD OF FIRE APPARATUS WEIGHING AT LEAST 84,000 POUNDS.
6. NO PARKING FIRE LANE SIGN TO BE PLACED ON THE RIGHT SIDE OF THE PROPOSED 28' ROAD.
7. SPACING OF FIRE LANE SIGNS TO BE DETERMINED BY FIRE MARTIAL.



Brighton 49' Fire Truck	
Overall Length	49.083ft
Overall Width	8.167ft
Overall Body Height	7.500ft
Min Body Ground Clearance	0.750ft
Track Width	8.167ft
Lock-to-lock time	5.00s
Max Steering Angle (Virtual)	45.00°

FIRE TRUCK DETAIL

NOT TO SCALE



VICINITY MAP

SEC. 23, T. 2 N., R. 5 E.
1" = 2000' ±

LEGEND:

- NO PARKING FIRE LANE SIGN
- FIRE SUPPLY WELL
- FIRE TRUCK W/TURING RADIUS

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SECTION 23
T. 2 N., R. 5 E.
GENOA TOWNSHIP
LIVINGSTON CO., MICHIGAN

DATE: 5/12/2025

REVISIONS
7/22/2025

LEGACY HILLS

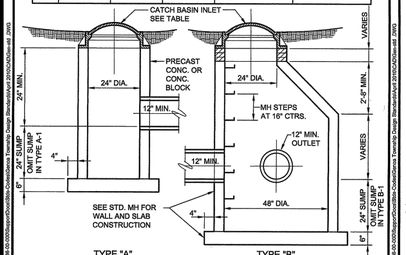
CLIENT:
PULTE HOMES OF MICHIGAN
2800 LIVERNOIS ROAD, BLDG. D, SUITE 320
TROY, MICHIGAN 48083

EMERGENCY VEHICLE PLAN

DR BY: SA/BB/MG
CK BY: SA/BB
P.M. MN
SCALE 0 75 150
1" = 150'

JOB NO. 231213
SHEET NO. 31
SHEET 31 OF 32

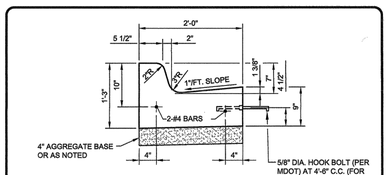
MANHOLE FRAME & COVER & CATCH BASIN INLETS					
TYPE	LOCATION	MANUFACTURER OR EQUAL		TYPE OF COVER OR INLET	MAXIMUM DRAINAGE AREA (ACRES)
		EAST JORDAN	NEENAH		
MH	ALL	1040	R-1916 F1	SANITARY-SOLID SELF-SEALING STORM-VENTED	N/A
CB	TYPE A CURB	7000-T1-M1	R-3070	FLAT GRATE WITH VERT. OPEN BACK	0.71
CB	TYPE B CURB	7065-T1-M1	R-3034-B	FLAT GRATE WITH ROLL BACK	0.87
CB	PAVEMENT/ SHOULDER	1020-M1	R-2060-D	FLAT GRATE	0.66
CB	OPEN AREA	1020-01	R-2560-D	BEEHIVE GRATE 4" HIGH	0.83
CB	GUTTER	5100	R-3238	CONCAVE INLET	0.96



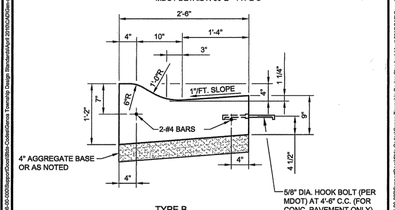
NOTE:
TYPE A-1 EQUAL TO TYPE "A" EXCLUDING 24" SUMP BUT ADD ON BOTTOM CONC. FILLET.

NOTE:
TYPE B-1 EQUAL TO TYPE "B" EXCLUDING 24" SUMP BUT ADD ON BOTTOM CONC. FILLET.

Genoa Charter Township | CATCH BASIN | Date: APRIL 2010 | R-1



TYPE A
MDOT DETAIL R-30-E - TYPE C



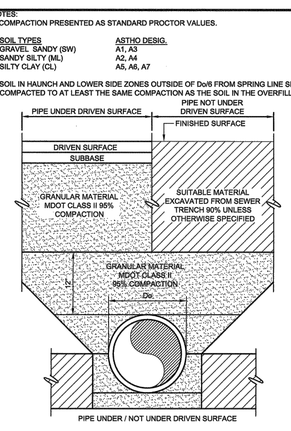
TYPE B
MDOT DETAIL R-30-E - TYPE D

Genoa Charter Township | CONCRETE CURB & GUTTER | Date: APRIL 2010 | G-1

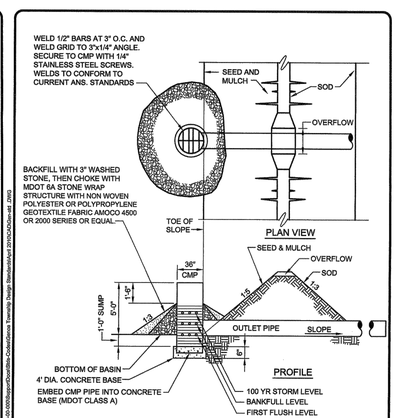
NOTES:
1. COMPACTION PRESENTED AS STANDARD PROCTOR VALUES.

2. SOIL TYPES — ASTHO DESIG.
GRAVEL SANDY (SW) — A1, A3
SANDY SILTY (ML) — A2, A4
SILTY CLAY (CL) — A5, A6, A7

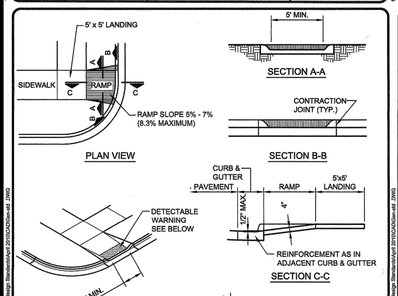
3. SOIL IN HAUNCH AND LOWER SIDE ZONES OUTSIDE OF Do/8 FROM SPRING LINE SHALL BE COMPACTED TO AT LEAST THE SAME COMPACTION AS THE SOIL IN THE OVERFILL ZONE.



Genoa Charter Township | TRENCH EXCAVATION & BACKFILL | Date: APRIL 2010 | R-3

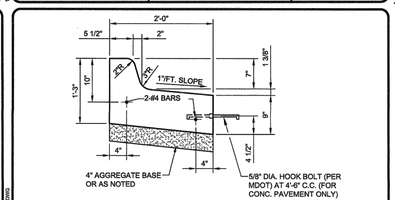


Genoa Charter Township | OUTLET CONTROL STRUCTURE | Date: APRIL 2010 | R-2

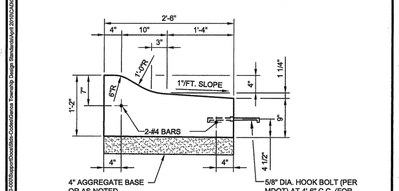


NOTE: SEE MDOT R-28-F SIDEWALK RAMP AND DETECTABLE WARNING DETAILS FOR ADDITIONAL INFORMATION.

Genoa Charter Township | SIDEWALK RAMP | Date: APRIL 2010 | G-3



TYPE A1
MDOT DETAIL R-30-E - TYPE C - MODIFIED

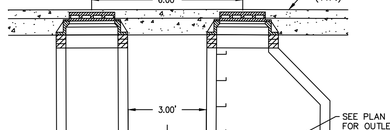


TYPE B1
MDOT DETAIL R-30-E - TYPE D - MODIFIED

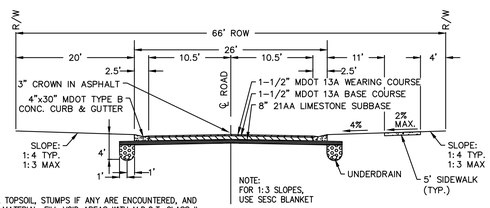
Genoa Charter Township | CONCRETE CURB SPILLOUT | Date: APRIL 2010 | G-2

SIGN TYPE "D"

NOTE: SIGNS SHALL HAVE A MINIMUM DIMENSION OF 12 INCHES (305mm) WIDE BY 18 INCHES (457mm) HIGH AND HAVE RED LETTERS ON A WHITE REFLECTIVE BACKGROUND. SIGNS SHALL BE POSTED ON ONE OR BOTH SIDES OF THE FIRE APPARATUS ROAD AS REQUIRED BY SECTION D103.6.1 OR D103.6.2



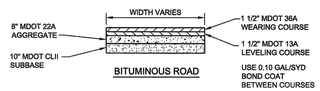
DOUBLE STORM INLET STRUCTURE DETAIL
NO SCALE

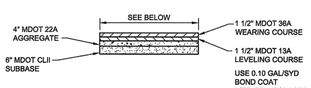


NOTES:
REMOVE ALL TOPSOIL, STUMPS IF ANY ARE ENCOUNTERED, AND UNSUITABLE MATERIAL. FILL VOID AREAS WITH M.D.O.T. CLASS II GRANULAR MATERIAL (C.I.P.). COMPACT SHAPE AND PROOF ROLL SUB-BASE PRIOR TO PLACEMENT OF GEOTEXTILE FABRIC.

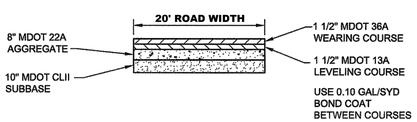
WEARING COURSE SHALL BE PLACED AFTER HOMES ARE INSTALLED.

INTERNAL ROAD CROSS SECTION
NO SCALE



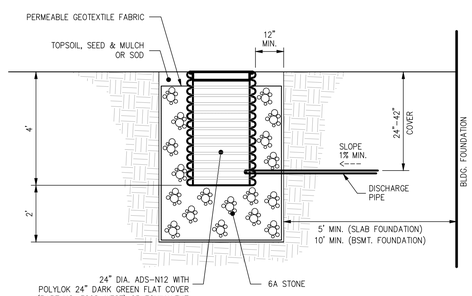


NOTE: SEE TOWNSHIP ZONING ORDINANCES FOR SIDEWALK WIDTHS

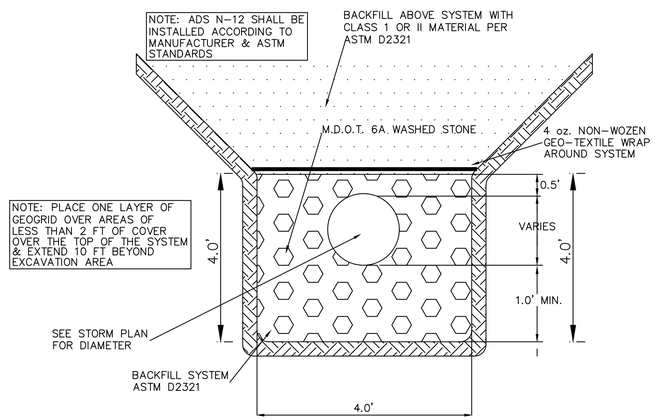


SHARED DRIVE CROSS SECTION
NOT TO SCALE

NOTES:
1. PORTIONS OF THE DISCHARGE PIPE THAT ARE EXPOSED OR HAVE LESS THAN 42" OF COVER SHALL BE INSULATED.
2. WET WELL DESIGNED FOR USE IN LAWN/LANDSCAPE AREAS WITH WELL DRAINING SOILS.
3. DISCHARGE LINE SHALL BE FITTED WITH BACKFLOW PREVENTION AS DIRECTED BY THE GENOA TOWNSHIP PLUMBING INSPECTOR.
4. WATER SOFTNER REGENERATION SHALL NOT BE DISCHARGED TO TO A SEPTIC TANK OR FIELD PER LCHD.



WATER SOFTENER AND SUMP DISCHARGE DRY WELL DETAIL
NOT TO SCALE



STANDARD BEDDING
FOR INFILTRATION PERFORATED PIPE
NO SCALE

TECHNICAL NOTE

Minimum and Maximum Burial Depth for Corrugated HDPE Pipe (per ASTM F2648)

TN 2.02
January 2016

Introduction

The information in this document is designed to provide answers to general cover height questions; the data provided is not intended to be used for project design. The design procedure described in the Structures section (Section 2) of the Drainage Handbook provides detailed information for analyzing most common installation conditions. This procedure should be utilized for project specific designs.

The two common cover height concerns are minimum cover in areas exposed to vehicular traffic and maximum cover heights. Either may be considered "worst case" scenario from a loading perspective, depending on the project conditions.

Minimum Cover in Traffic Applications

Pipe diameters from 4- through 48-inch (100-1200 mm) installed in traffic areas (AASHTO H-25 or HS-25 loads) must have at least one foot (0.3m) of cover over the pipe crown, while 60-inch (1500 mm) pipe must have at least 24 inches (0.6m) of cover. The backfill envelope must be constructed in accordance with the *Installation* section (Section 5) of the Drainage Handbook and the requirements of ASTM D2321. The backfill envelope must be of the type and compaction listed in Appendix A-5, Table A-5.22A of the Drainage Handbook. In Table 1 below, this condition is represented by a Class II material compacted to 90% standard Proctor density, although other material can provide similar strength at slightly lower levels of compaction. Structural backfill material should extend six inches (0.15m) over the crown of the pipe; the remaining cover should be appropriate for the installation and as specified by the design engineer. If settlement or rutting is a concern, it may be appropriate to extend the structural backfill to grade. Where pavement is involved, sub-base material can be considered in the minimum burial depth. While rigid pavements can be included in the minimum cover, the thickness of flexible pavements should not be included in the minimum cover.

Additional information that may affect the cover requirements is included in the *Installation* section (Section 5) of the Drainage Handbook. Some examples of what may need to be considered are temporary heavy equipment, construction loading , paving equipment and similar loads that are less than the design load, the potential of pipe flotation, and the type of surface treatment which will be installed over the pipe zone. Please note that Table 1 and 3 are based on the installation of N-12 and MEGA GREEN (per ASTM F2648) pipe under pavement using a uniform backfill type and compaction level, as depicted in Figure 1.

Table 1
Minimum Cover Requirements for N-12® and MEGAGREEN™ Pipes (per ASTM F2648) with AASHTO H-25 or HS-25 Load

Inside Diameter, ID, inches (mm)	Minimum Cover feet (m)
4 (100) – 48 (1200)	1 (0.3)
60 (1500)	2 (0.6)

Note: Minimum covers presented here were calculated assuming Class II backfill material compacted to 90% standard Proctor density around the pipe and a minimum of 6-inches (0.15m) structural backfill over the pipe crown, as recommended in Section 5 of the Drainage Handbook, with an additional layer of compacted traffic lane sub-base for a total cover as required. In shallow traffic installations, especially where pavement is involved, a good quality compacted material to grade is required to prevent surface settlement and rutting.

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Maximum Cover

Wall thrust generally governs the maximum cover a pipe can withstand and conservative maximum cover heights will result when using the information presented in the *Structures* section (Section 2) of the Drainage Handbook.

The maximum burial depth is highly influenced by the type of backfill and level of compaction around the pipe. General maximum cover limits for N-12 and MEGA GREEN (per ASTM F2648) pipe are shown in Table 3 for a variety of backfill conditions.

Table 3 was developed assuming pipe is installed in accordance with ASTM D2321 and the *Installation* section (Section 5) of the Drainage Handbook. Additionally, the calculations assume no hydrostatic load around the pipe, incorporate the maximum safety factors represented in Structures section of the Drainage Handbook, use material properties consistent with the expected performance characteristics for N-12 and MEGA GREEN (per ASTM F2648) materials as shown in Table 2 below, and assume the native soil (in-situ) is of adequate strength and is suitable for installation. For applications requiring fill heights greater than those shown in Table 3 or where hydrostatic pressure due to groundwater is present, contact an ADS engineering representative.

Figure 1
ADS N-12 and MEGAGREEN (per ASTM F2648) Trench Detail Under Pavement

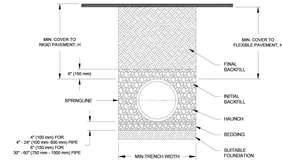

Table 2
ADS N-12 and MEGAGREEN (per ASTM F2648) Mechanical Properties

Cell Class	Design Compressive Strain (%)	Design Tensile Strain (%)	Initial		50-Year	
			Fu (psi)	E (psi)	Fu (psi)	E (psi)
ASTM D3350 424420C – 4-10" 435420C – 12-60"	3.7	4.0	3,000	110,000	800	21,000

© ADS 2016

Table 3
Maximum Cover for ADS N-12 and MEGAGREEN Pipes (per ASTM F2648), ft (m)

Diameter in. (mm)	Class 1				Class 2				Class 3	
	Compacted		Dumped		95%		90%		90%	
4 (100)	34	(10.4)	16	(4.9)	23	(7.0)	16	(4.9)	17	(5.2)
6 (150)	40	(12.2)	19	(5.8)	27	(8.2)	19	(5.8)	20	(6.1)
8 (200)	30	(9.1)	14	(4.3)	21	(6.4)	14	(4.3)	15	(4.6)
10 (250)	34	(10.4)	16	(4.9)	23	(7.0)	16	(4.9)	17	(5.2)
12 (300)	35	(10.7)	17	(5.2)	24	(7.3)	17	(5.2)	18	(5.5)
15 (375)	37	(11.3)	18	(5.5)	25	(7.6)	18	(5.5)	19	(5.8)
18 (450)	32	(9.8)	15	(4.6)	22	(6.7)	15	(4.6)	16	(4.9)
24 (600)	27	(8.2)	13	(4.0)	19	(5.8)	13	(4.0)	14	(4.3)
30 (750)	22	(6.7)	11	(3.4)	16	(4.9)	11	(3.4)	11	(3.4)
36 (900)	26	(7.9)	12	(3.7)	18	(5.5)	12	(3.7)	13	(4.0)
42 (1050)	24	(7.3)	11	(3.4)	17	(5.2)	11	(3.4)	12	(3.7)
48 (1200)	23	(7.0)	11	(3.4)	16	(4.9)	11	(3.4)	12	(3.7)
60 (1500)	26	(7.9)	12	(3.7)	18	(5.5)	12	(3.7)	13	(4.0)

Notes:
1. *Results based on calculations shown in the Structures section of the ADS Drainage Handbook(v20 6). Calculations assume no hydrostatic pressure and a density of 120 pcf (1926 kg/m³) for overburden material.*
2. *Installation assumed to be in accordance with ASTM D2321 and the Installation section of the Drainage Handbook.*
3. *Material must be adequately "knifed" into haunch and in between corrugations. Compaction and backfill material is assumed uniform throughout entire backfill zone.*
4. *Compaction levels shown are for standard Proctor density.*
5. *Installations of pipe manufactured per ASTM F2648 are only applicable to the fill heights, type of embedment materials and compaction levels listed above.*
6. *For projects where cover exceeds the maximum values listed above, contact ADS for specific design considerations.*
7. *Calculations assume no hydrostatic pressure. Hydrostatic pressure will result in a reduction in allowable fill height. Reduction in allowable fill height must be assessed by the design engineer for the specific field conditions.*

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

811 Know what's below. Call before you dig.

CONSTRUCTION SITE SAFETY IS THE RESPONSIBILITY OF THE CONTRACTOR; NEITHER THE OWNER NOR THE ENGINEER SHALL BE EXPECTED TO ASSUME ANY RESPONSIBILITY FOR SAFETY OF THE WORK, OF PERSONS ENGAGED IN THE WORK, OF ANY NEARBY STRUCTURES, OR OF ANY OTHER PERSONS.

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THE UMLOR GROUP
49287 WEST ROAD WIXOM, MI 48393
TEL 248.773.7656 - FAX 866.690.4307

SECTION 23 | T. 2 N., R. 5 E. | GENOA TOWNSHIP | LIVINGSTON CO., MICHIGAN

DATE: 5/12/2025

REVISIONS
7/22/2025

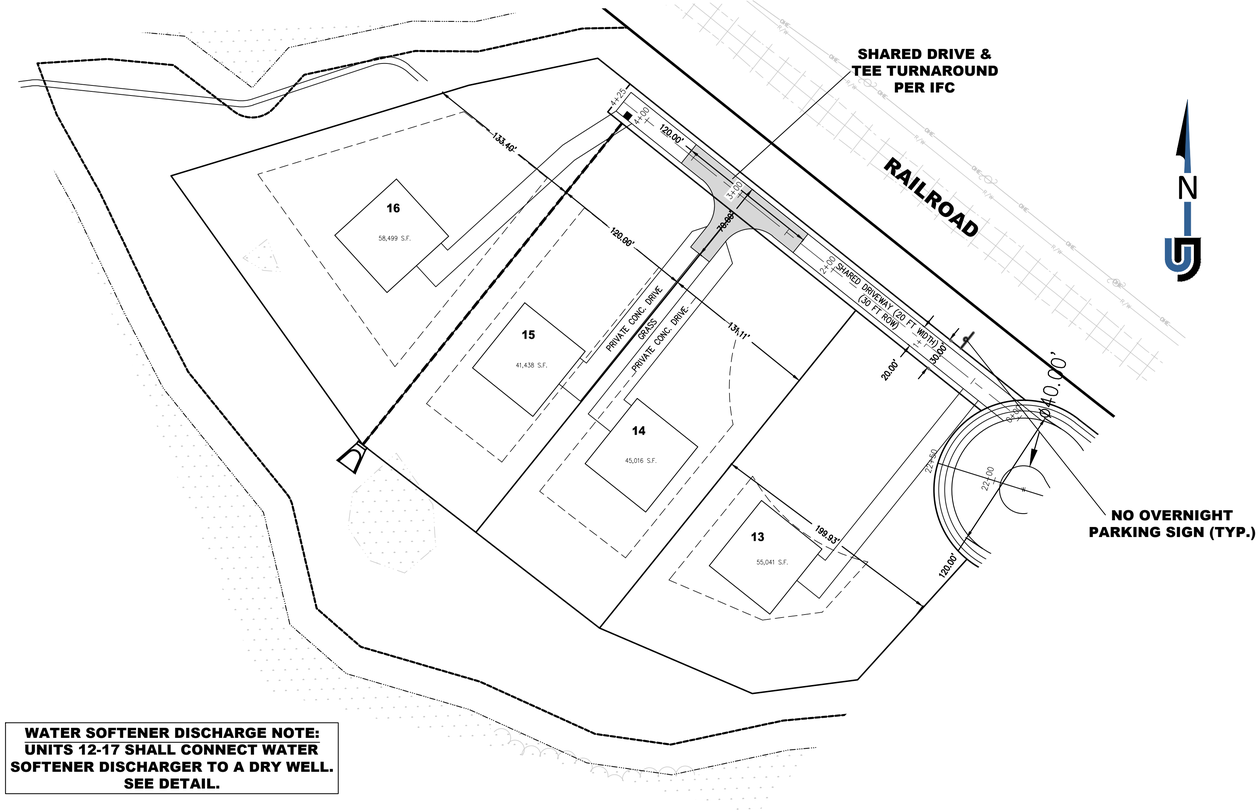
CLIENT:
LEGACY HILLS
PULTE HOMES OF MICHIGAN
2800 LIVERNOIS ROAD, BLDG. D, SUITE 320
TROY, MICHIGAN 48083

STANDARD DETAILS

DR BY: DM/JT/SC
CK BY: SA/BB
P.M. MN
SCALE 0 AS NOTED
JOB NO. 231213
SHEET NO. 32
SHEET 32 OF 32

M:\UMLOR GROUP PROJECT FOLDERS\PULTE HOMES\231213 – LEGACY HILLS GENOA\VERSION FILES & PLAN SETS\BASE AUTOCAD FILES\DRAWINGS – SITE PLAN – SHEETS\231213 – DETAILS.DWG
Last SAVED: 5/8/2025 10:48:49 AM by: Jeffrey Tetzlaff (jtetzlaff@pultegroup.com)

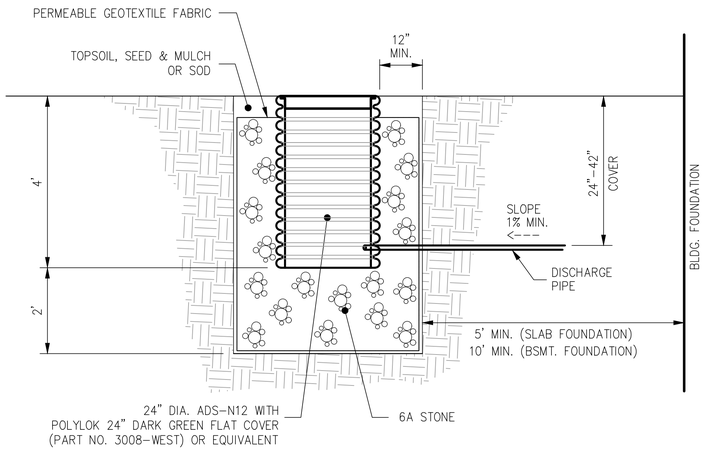
WEST SHARED DRIVE DETAIL



WATER SOFTENER DISCHARGE NOTE: UNITS 12-17 SHALL CONNECT WATER SOFTENER DISCHARGER TO A DRY WELL. SEE DETAIL.

NOTES:

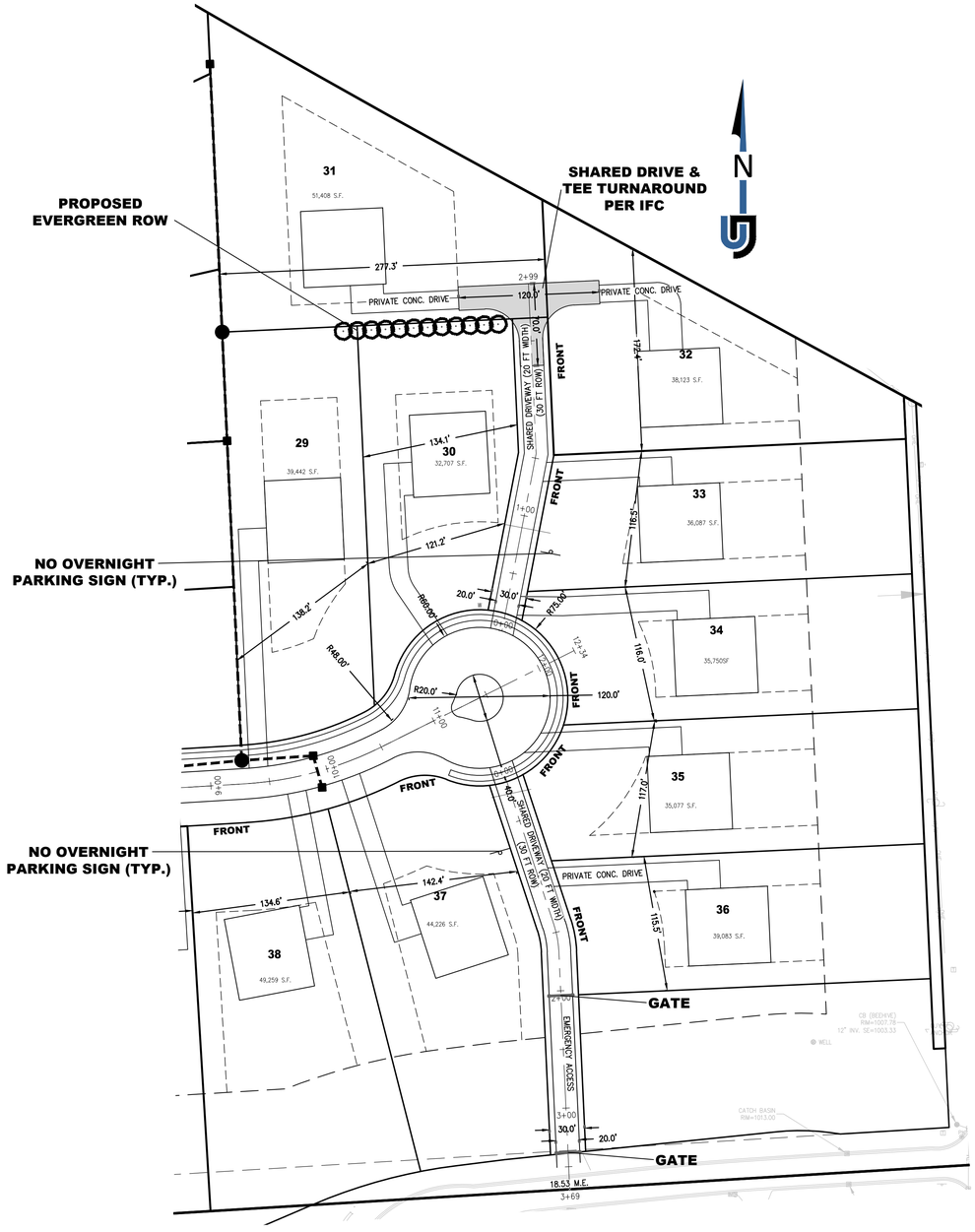
1. PORTIONS OF THE DISCHARGE PIPE THAT ARE EXPOSED OR HAVE LESS THAN 42" OF COVER SHALL BE INSULATED.
2. WET WELL DESIGNED FOR USE IN LAWN/LANDSCAPE AREAS WITH WELL DRAINING SOILS.
3. DISCHARGE LINE SHALL BE FITTED WITH BACKFLOW PREVENTION AS DIRECTED BY THE GENOA TOWNSHIP PLUMBING INSPECTOR.
4. WATER SOFTNER REGENERATION SHALL NOT BE DISCHARGED TO TO A SEPTIC TANK OR FIELD PER LCHD.



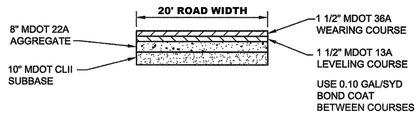
WATER SOFTENER DISCHARGE DRY WELL DETAIL

NOT TO SCALE

EAST SHARED DRIVE DETAIL



WATER SOFTENER DISCHARGE NOTE: UNITS 12-17 SHALL CONNECT WATER SOFTENER DISCHARGER TO A DRY WELL. SEE DETAIL.



SHARED DRIVE CROSS SECTION

NOT TO SCALE

EXHIBIT 1

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THE UMLOR GROUP
49287 WEST ROAD WIXOM, MI 48393
TEL 248.773.7650 - FAX 866.690.4307

SECTION 23 | T. 2 N., R. 5 E. | GENOA TOWNSHIP | LIVINGSTON CO., MICHIGAN

DATE: 8/26/2024

REVISIONS
4/3/2025 PER TOWNSHIP

LEGACY HILLS

CLIENT: PULTE HOMES OF MICHIGAN
2800 LIVERNOIS ROAD, BLDG. D, SUITE 320
TROY, MICHIGAN 48083

SHARED DRIVE DETAIL

DR BY: SA/BB/MG/DM
CK BY: SA/BB
P.M. MN
SCALE 0 30 60
1" = 60 FEET
JOB NO. 231213
SHEET NO. DETAIL
SHEET 1 OF 1

M:\UMLOR GROUP PROJECT FOLDERS\PULTE HOMES\231213 – LEGACY HILLS GENOA\DESIGN FILES & PLAN SETS\BASE AUTOCAD FILES\DRAWINGS – SHEETS\SITE PLAN\231213–SITE PLAN.DWG

EXHIBIT 2

TREE EXHIBIT

LEGACY HILLS

SECTION 23, TOWN 2 NORTH
RANGE 5 EAST
GENOA TOWNSHIP
LIVINGSTON COUNTY, MICHIGAN

DRAWN:	AO
DATE:	4-2-25
PROJECT:	231213

0 100 200 400 SCALE: 1 inch = 200 ft.

PAPER SIZE: 11X17

SEIBERT KEWLEY MATHIEU GROUP
49287 WEST ROAD, WIXOM, MI 48393
PH: (248) 773-7656, FAX: (866) 690-4307

PULTE HOMES

PULTE GROUP INC.
2800 LIVERNOIS ROAD
BUILDING D, SUITE 320
TROY, MI 48083

TREE LIST

TAG #	*SCIENTIFIC NAME*	COMMON NAME	DBH	Multi Note	CONDITION	SAVE/REMOVE
1	*Acer spp.*	MAPLE	12''	TWIN	GOOD	SAVE
2	*Prunus serotina*	BLACK CHERRY	12''		GOOD	SAVE
3	*Prunus serotina*	BLACK CHERRY	15''		GOOD	SAVE
4	*Quercus rubra*	RED OAK	24''		GOOD	SAVE
5	*Quercus rubra*	RED OAK	26''		FAIR	SAVE
6	*Acer spp.*	MAPLE	12''		GOOD	SAVE
7	*Betula alleghaniesis*	YELLOW BIRCH	12''		GOOD	SAVE
8	*Quercus rubra*	RED OAK	27''		GOOD	SAVE
9	*Prunus serotina*	BLACK CHERRY	9''		GOOD	SAVE
10	*Prunus serotina*	BLACK CHERRY	11''		GOOD	SAVE
11	*Quercus rubra*	RED OAK	9''		GOOD	SAVE
12	*Prunus serotina*	BLACK CHERRY	10''		GOOD	SAVE
13	*Quercus rubra*	RED OAK	11''		GOOD	SAVE
14	*Prunus serotina*	BLACK CHERRY	9''		GOOD	SAVE
15	*Prunus serotina*	BLACK CHERRY	13''		GOOD	SAVE
16	*Quercus rubra*	RED OAK	8''		GOOD	SAVE
17	*Quercus rubra*	RED OAK	8''		GOOD	SAVE
18	*Quercus rubra*	RED OAK	15''		GOOD	SAVE
19	*Quercus rubra*	RED OAK	15''		GOOD	SAVE
20	*Quercus rubra*	RED OAK	14''		GOOD	SAVE
21	*Quercus rubra*	RED OAK	16''		GOOD	SAVE
22	*Quercus rubra*	RED OAK	8", 11"	TWIN	GOOD	SAVE
23	*Quercus rubra*	RED OAK	11''		GOOD	SAVE
24	*Quercus rubra*	RED OAK	12''		GOOD	SAVE
25	*Quercus rubra*	RED OAK	8''		GOOD	SAVE
26	*Quercus rubra*	RED OAK	13''		GOOD	SAVE
27	*Quercus rubra*	RED OAK	10''		GOOD	SAVE
28	*Quercus rubra*	RED OAK	8''		GOOD	SAVE
29	*Quercus rubra*	RED OAK	11''		GOOD	SAVE
30	*Quercus rubra*	RED OAK	26''		GOOD	SAVE
31	*Quercus rubra*	RED OAK	26''		GOOD	SAVE
32	*Quercus rubra*	RED OAK	24''		GOOD	SAVE
33	*Prunus serotina*	BLACK CHERRY	8''		GOOD	SAVE
34	*Acer spp.*	MAPLE	10''		GOOD	SAVE
35	*Quercus rubra*	RED OAK	14''		GOOD	SAVE
36	*Quercus rubra*	RED OAK	10''		GOOD	SAVE
37	*Quercus rubra*	RED OAK	9''		GOOD	SAVE
38	*Quercus rubra*	RED OAK	12''		GOOD	SAVE
39	*Quercus rubra*	RED OAK	12''		GOOD	SAVE
40	*Quercus rubra*	RED OAK	16''		GOOD	SAVE
41	*Quercus rubra*	RED OAK	28''		GOOD	SAVE
42	*Prunus serotina*	BLACK CHERRY	8''		GOOD	SAVE
43	*Quercus rubra*	RED OAK	10''		GOOD	SAVE
44	*Quercus rubra*	RED OAK	15''		GOOD	SAVE
45	*Acer spp.*	MAPLE	8''		GOOD	SAVE
46	*Quercus rubra*	RED OAK	12''		GOOD	SAVE
47	*Quercus rubra*	RED OAK	8''		GOOD	SAVE
48	*Quercus rubra*	RED OAK	8''		GOOD	SAVE
49	*Quercus rubra*	RED OAK	22''		GOOD	SAVE
50	*Quercus rubra*	RED OAK	13''		GOOD	SAVE
201	*Quercus rubra*	RED OAK	24''		FAIR	SAVE
202	*Acer spp.*	MAPLE	8''		GOOD	SAVE
203	*Quercus alba*	WHITE OAK	20''		GOOD	SAVE
204	*Acer spp.*	MAPLE	9''		GOOD	SAVE
205	*Quercus rubra*	RED OAK	18''		GOOD	SAVE
206	*Prunus serotina*	BLACK CHERRY	14''		GOOD	SAVE
207	*Populus spp.*	POPLAR	13''		GOOD	SAVE

TREE LIST

TAG #	*SCIENTIFIC NAME*	COMMON NAME	DBH	Multi Note	CONDITION	SAVE/REMOVE
208	*Populus spp.*	POPLAR	11''		GOOD	SAVE
209	*Populus spp.*	POPLAR	8''		GOOD	SAVE
210	*Quercus rubra*	RED OAK	8''		GOOD	SAVE
211	*Quercus alba*	WHITE OAK	10''		GOOD	SAVE
213	*Prunus serotina*	BLACK CHERRY	8''		GOOD	SAVE
214	*Quercus rubra*	RED OAK	11''		GOOD	SAVE
215	*Quercus rubra*	RED OAK	12''		GOOD	SAVE
216	*Quercus rubra*	RED OAK	12''	TWIN	GOOD	SAVE
217	*Quercus rubra*	RED OAK	9''		GOOD	SAVE
218	*Quercus rubra*	RED OAK	10''		GOOD	SAVE
219	*Acer spp.*	MAPLE	8''		GOOD	SAVE
220	*Acer spp.*	MAPLE	8''		GOOD	SAVE
221	*Ulmus spp.*	ELM	9''		GOOD	SAVE
222	*Prunus serotina*	BLACK CHERRY	10''		GOOD	SAVE
223	*Quercus rubra*	RED OAK	34''		FAIR	SAVE
224	*Acer spp.*	MAPLE	9''		GOOD	SAVE
225	*Prunus serotina*	BLACK CHERRY	15''		GOOD	SAVE
226	*Acer spp.*	MAPLE	8''		GOOD	SAVE
227	*Prunus serotina*	BLACK CHERRY	9''		POOR	SAVE
228	*Prunus serotina*	BLACK CHERRY	11", 18"		GOOD	SAVE
229	*Carya glabra*	PIGNUT HICKORY	13''		GOOD	SAVE
230	*Carya glabra*	PIGNUT HICKORY	28''		GOOD	SAVE
231	*Quercus alba*	WHITE OAK	15''		GOOD	SAVE
232	*Quercus alba*	WHITE OAK	9''		GOOD	SAVE
233	*Quercus alba*	WHITE OAK	22''		GOOD	SAVE
234	*Quercus alba*	WHITE OAK	12"	TWIN	GOOD	SAVE
235	*Carya glabra*	PIGNUT HICKORY	14''		GOOD	SAVE
236	*Carya glabra*	PIGNUT HICKORY	9''		GOOD	SAVE
237	*Quercus alba*	WHITE OAK	13''		GOOD	SAVE
238	*Quercus rubra*	RED OAK	24''		GOOD	SAVE
239	*Quercus alba*	WHITE OAK	15''		GOOD	SAVE
240	*Acer spp.*	MAPLE	18''		GOOD	SAVE
241	*Quercus alba*	WHITE OAK	20''		GOOD	SAVE
242	*Quercus alba*	WHITE OAK	26''		GOOD	SAVE
243	*Carya glabra*	PIGNUT HICKORY	8''		GOOD	SAVE
244	*Quercus alba*	WHITE OAK	9''		GOOD	SAVE
245	*Acer spp.*	MAPLE	8''		GOOD	SAVE
246	*Acer spp.*	MAPLE	8''		GOOD	SAVE
247	*Ulmus spp.*	ELM	9''		GOOD	SAVE
248	*Quercus rubra*	RED OAK	9''		GOOD	SAVE
249	*Prunus serotina*	BLACK CHERRY	9''		GOOD	SAVE
250	*Prunus serotina*	BLACK CHERRY	9''		GOOD	SAVE
251	*Quercus rubra*	RED OAK	10''		GOOD	SAVE
254	*Ulmus spp.*	ELM	8''		GOOD	SAVE
255	*Quercus rubra*	RED OAK	11''		GOOD	SAVE
256	*Ulmus spp.*	ELM	9''		GOOD	SAVE
257	*Ulmus spp.*	ELM	8''		GOOD	SAVE
258	*Quercus rubra*	RED OAK	13''		GOOD	SAVE
259	*Quercus rubra*	RED OAK	22''		GOOD	SAVE
260	*Quercus rubra*	RED OAK	12''		GOOD	SAVE
264	*Ulmus spp.*	ELM	8''		GOOD	SAVE
265	*Ulmus spp.*	ELM	8''		GOOD	SAVE
266	*Ulmus spp.*	ELM	8''		GOOD	SAVE
311	*Acer spp.*	MAPLE	9''		GOOD	SAVE
312	*Acer spp.*	MAPLE	14''		GOOD	SAVE
313	*Prunus serotina*	BLACK CHERRY	14''		GOOD	SAVE
314	*Prunus serotina*	BLACK CHERRY	8''		GOOD	SAVE

TREE LIST

TAG #	*SCIENTIFIC NAME*	COMMON NAME	DBH	Multi Note	CONDITION	SAVE/REMOVE
320	*Acer spp.*	MAPLE	22''		GOOD	SAVE
322	*Quercus alba*	WHITE OAK	24''		GOOD	SAVE
323	*Acer spp.*	MAPLE	10''		GOOD	SAVE
324	*Quercus alba*	WHITE OAK	10''		GOOD	SAVE
325	*Acer spp.*	MAPLE	8''		GOOD	SAVE
326	*Acer spp.*	MAPLE	9''		GOOD	SAVE
327	*Caltapa speciosa*	CATALPA	8''		GOOD	SAVE
328	*Tilia americana*	AMERICAN BASSWOOD	10''		GOOD	SAVE
329	*Acer spp.*	MAPLE	13''		GOOD	SAVE
330	*Quercus rubra*	RED OAK	16''	TRI	GOOD	SAVE
331	*Quercus rubra*	RED OAK	12''		GOOD	SAVE
332	*Acer negundo*	BOX ELDER	10", 22"	TWIN	GOOD	SAVE
333	*Quercus rubra*	RED OAK	16''		GOOD	SAVE
334	*Quercus alba*	WHITE OAK	16''		GOOD	SAVE
335	*Acer spp.*	MAPLE	9''		GOOD	SAVE
336	*Quercus alba*	WHITE OAK	16", 22"	TWIN	GOOD	SAVE
338	*Quercus alba*	WHITE OAK	24''		GOOD	SAVE
736	*Juglans nigra*	BLACK WALNUT	9''		GOOD	SAVE
737	*Juglans nigra*	BLACK WALNUT	8''		GOOD	SAVE
738	*Juglans nigra*	BLACK WALNUT	7", 9", 13"	TRI	GOOD	SAVE
739	*Juglans nigra*	BLACK WALNUT	22''		GOOD	SAVE
740	*Juglans nigra*	BLACK WALNUT	8", 14"	TWIN	GOOD	SAVE
741	*Juglans nigra*	BLACK WALNUT	18"	TWIN	GOOD	SAVE
742	*Acer spp.*	MAPLE	10''		GOOD	SAVE
743	*Juglans nigra*	BLACK WALNUT	9''		GOOD	SAVE
744	*Acer spp.*	MAPLE	9", 20"	TWIN	GOOD	SAVE
745	*Picea spp.*	SPRUCE	18''		GOOD	SAVE
746	*Picea spp.*	SPRUCE	20''		GOOD	SAVE
747	*Acer spp.*	MAPLE	16''		GOOD	SAVE
748	*Acer spp.*	MAPLE	8''		GOOD	SAVE
749	*Acer spp.*	MAPLE	9''		GOOD	SAVE
750	*Acer spp.*	MAPLE	9''		GOOD	SAVE
751	*Juglans nigra*	BLACK WALNUT	8''		GOOD	SAVE
752	*Juglans nigra*	BLACK WALNUT	34''		GOOD	SAVE
753	*Quercus rubra*	RED OAK	9''		GOOD	SAVE
754	*Acer spp.*	MAPLE	16''		GOOD	SAVE
755	*Juglans nigra*	BLACK WALNUT	10''		GOOD	SAVE
756	*Picea spp.*	SPRUCE	10''		GOOD	SAVE
757	*Populus spp.*	POPLAR	12''		GOOD	SAVE
758	*Populus spp.*	POPLAR	9''		POOR	SAVE
762	*Morus spp.*	MULBERRY	8''		POOR	SAVE
763	*Morus spp.*	MULBERRY	15''		GOOD	SAVE
764	*Morus spp.*	MULBERRY	14''		GOOD	SAVE
765	*Betula alleghaniesis*	YELLOW BIRCH	11''		GOOD	SAVE
766	*Quercus rubra*	RED OAK	15''		GOOD	SAVE
767	*Quercus rubra*	RED OAK	16''		GOOD	SAVE
768	*Acer spp.*	MAPLE	8''		GOOD	SAVE
769	*Acer spp.*	MAPLE	10''		GOOD	SAVE
770	*Acer spp.*	MAPLE	9''		GOOD	SAVE
771	*Quercus rubra*	RED OAK	9''		GOOD	SAVE
772	*Carya ovata*	SHAGBARK HICKORY	8''		GOOD	SAVE
773	*Acer spp.*	MAPLE	4", 8"	TWIN	GOOD	SAVE
774	*Quercus rubra*	RED OAK	16''		GOOD	SAVE
775	*Prunus serotina*	BLACK CHERRY	14''		GOOD	SAVE
776	*Quercus rubra*	RED OAK	18''		GOOD	SAVE
777	*Quercus rubra*	RED OAK	12''		GOOD	SAVE
785	*Quercus rubra*	RED OAK	18''		GOOD	SAVE

TREE LIST

TAG #	*SCIENTIFIC NAME*	COMMON NAME	DBH	Multi Note	CONDITION	SAVE/REMOVE
786	*Quercus rubra*	RED OAK	16''		GOOD	SAVE
787	*Carya glabra*	PIGNUT HICKORY	9''		GOOD	SAVE
788	*Carya glabra*	PIGNUT HICKORY	10''		GOOD	SAVE
789	*Quercus rubra*	RED OAK	8''		GOOD	SAVE
790	*Quercus rubra*	RED OAK	14''		GOOD	SAVE
791	*Quercus rubra*	RED OAK	10''		GOOD	SAVE
792	*Quercus rubra*	RED OAK	14''		GOOD	SAVE
793	*Carya ovata*	SHAGBARK HICKORY	8''		GOOD	SAVE
794	*Carya ovata*	SHAGBARK HICKORY	8''		GOOD	SAVE
795	*Sassafras albidum*	SASSAFRAS	8''		GOOD	SAVE
796	*Carya ovata*	SHAGBARK HICKORY	9''		GOOD	SAVE
797	*Quercus rubra*	RED OAK	16''		GOOD	SAVE
798	*Quercus rubra*	RED OAK	20''		GOOD	SAVE
799	*Quercus rubra*	RED OAK	15''		GOOD	SAVE
800	*Quercus rubra*	RED OAK	17''		GOOD	SAVE
801	*Carya ovata*	SHAGBARK HICKORY	15''		GOOD	SAVE
802	*Carya ovata*	SHAGBARK HICKORY	13''		GOOD	SAVE
803	*Quercus rubra*	RED OAK	22''		GOOD	SAVE
804	*Carya glabra*	PIGNUT HICKORY	9''		GOOD	SAVE
805	*Carya ovata*	SHAGBARK HICKORY	16''		GOOD	SAVE
806	*Quercus rubra*	RED OAK	8''		GOOD	SAVE
807	*Quercus rubra*	RED OAK	8''		GOOD	SAVE
808	*Ulmus spp.*	ELM	10''		FAIR	SAVE
809	*Caltapa speciosa*	CATALPA	14''		GOOD	SAVE
810	*Quercus rubra*	RED OAK	5", 4", 5", 6", 8"	MULTI (5)	GOOD	SAVE
811	*Quercus rubra*	RED OAK	28''		GOOD	SAVE
812	*Carya ovata*	SHAGBARK HICKORY	12''		GOOD	SAVE
814	*Carya glabra*	PIGNUT HICKORY	16''		GOOD	SAVE
815	*Quercus rubra*	RED OAK	6", 9", 10"	TRI	GOOD	SAVE
816	*Populus deltoides*	COTTONWOOD	14''		GOOD	SAVE
817	*Caltapa speciosa*	CATALPA	16''		FAIR	SAVE
818	*Quercus rubra*	RED OAK	8''		GOOD	SAVE
943	*Ulmus spp.*	ELM	9''		GOOD	SAVE
944	*Acer spp.*	MAPLE	20''		GOOD	SAVE
945	*Acer spp.*	MAPLE	9''		GOOD	SAVE
946	*Picea spp.*	SPRUCE	16''		GOOD	SAVE
947	*Picea spp.*	SPRUCE	18''		GOOD	SAVE
948	*Picea spp.*	SPRUCE	18''		GOOD	SAVE
949	*Juglans nigra*	BLACK WALNUT	9''		GOOD	SAVE
950	*Thuja spp.*	CEDAR	13''		GOOD	SAVE
951	*Juglans nigra*	BLACK WALNUT	20''	TWIN	GOOD	SAVE
952	*Juglans nigra*	BLACK WALNUT	11''		GOOD	SAVE
953	*Picea spp.*	SPRUCE	17''		GOOD	SAVE
954	*Celtus occidantalus*	HACKBERRY	10''		GOOD	SAVE
955	*Juglans nigra*	BLACK WALNUT	9''		GOOD	SAVE
956	*Juglans nigra*	BLACK WALNUT	10''		GOOD	SAVE
957	*Juglans nigra*	BLACK WALNUT	15''		GOOD	SAVE
958	*Caltapa speciosa*	CATALPA	10''		GOOD	SAVE
959	*Juglans nigra*	BLACK WALNUT	16''		GOOD	SAVE
960	*Juglans nigra*	BLACK WALNUT	14''		GOOD	SAVE
961	*Thuja spp.*	CEDAR	8''		GOOD	SAVE
962	*Juglans nigra*	BLACK WALNUT	18''		GOOD	SAVE
963	*Juglans nigra*	BLACK WALNUT	10''		GOOD	SAVE
964	*Juglans nigra*	BLACK WALNUT	20''		GOOD	SAVE
965	*Juglans nigra*	BLACK WALNUT	24''		GOOD	SAVE
989	*Juglans nigra*	BLACK WALNUT	26''		GOOD	SAVE
990	*Acer spp.*	MAPLE	16''		GOOD	SAVE

TREE LIST

TAG #	*SCIENTIFIC NAME*	COMMON NAME	DBH	Multi Note	CONDITION	SAVE/REMOVE
991	*Quercus rubra*	RED OAK	11''		GOOD	SAVE
993	*Carya glabra*	PIGNUT HICKORY	9''		GOOD	SAVE
1011	*Carya glabra*	PIGNUT HICKORY	10''		GOOD	SAVE
1012	*Carya glabra*	PIGNUT HICKORY	8''		GOOD	SAVE
1014	*Carya glabra*	PIGNUT HICKORY	9''		GOOD	SAVE
1015	*Carya glabra*	PIGNUT HICKORY	5", 5", 4", 8", 9"	MULTI (5)	GOOD	SAVE
1016	*Carya glabra*	PIGNUT HICKORY	16''		GOOD	SAVE
1017	*Quercus rubra*	RED OAK	20''		GOOD	SAVE
1019	*Quercus alba*	WHITE OAK	20''		GOOD	SAVE
1045	*Quercus rubra*	RED OAK	15''		GOOD	SAVE
1048	*Carya glabra*	PIGNUT HICKORY	14''		GOOD	SAVE
1049	*Quercus rubra*	RED OAK	20''		GOOD	SAVE
1050	*Carya glabra*	PIGNUT HICKORY	13''		GOOD	SAVE
1334	*Quercus rubra*	RED OAK	28''		GOOD	SAVE
1335	*Quercus rubra*	RED OAK	20''		GOOD	SAVE
1336	*Acer negundo*	BOX ELDER	16''		GOOD	SAVE
1337	*Acer negundo*	BOX ELDER	15''		GOOD	SAVE
1338	*Acer negundo*	BOX ELDER	18''		GOOD	SAVE
1339	*Acer negundo*	BOX ELDER	12''		GOOD	SAVE
1340	*Populus deltoides*	COTTONWOOD	30''		GOOD	SAVE
1341	*Caltapa speciosa*	CATALPA	20''		GOOD	SAVE
1342	*Quercus rubra*	RED OAK	10''		GOOD	SAVE
1343	*Caltapa speciosa*	CATALPA	16''		GOOD	SAVE
1344	*Quercus rubra*	RED OAK	22''	TWIN	GOOD	SAVE
1347	*Quercus rubra*	RED OAK	20''		GOOD	SAVE
2161	*Quercus rubra*	RED OAK	24''		GOOD	SAVE
2162	*Quercus rubra*	RED OAK	15''		GOOD	SAVE
2163	*Quercus rubra*	RED OAK	23''		GOOD	SAVE
2164	*Quercus rubra*	RED OAK	12", 15"	TWIN	GOOD	SAVE
2165	*Quercus rubra*	RED OAK	12''	TRI	GOOD	SAVE
2166	*Quercus rubra*	RED OAK	12''	TWIN	GOOD	SAVE
2167	*Carya ovata*	SHAGBARK HICKORY	9''		GOOD	SAVE
2168	*Acer spp.*	MAPLE	8''		GOOD	SAVE
2169	*Carya glabra*	PIGNUT HICKORY	16''		GOOD	SAVE
2170	*Quercus alba*	WHITE OAK	20''		GOOD	SAVE
2171	*Morus spp.*	MULBERRY	10''		GOOD	SAVE
2172	*Quercus alba*	WHITE OAK	16''		GOOD	SAVE
2173	*Quercus alba*	WHITE OAK	11''		GOOD	SAVE
2174	*Acer spp.*	MAPLE	8''		GOOD	SAVE
2175	*Acer spp.*	MAPLE	8''		GOOD	SAVE
2176	*Quercus alba*	WHITE OAK	16''		GOOD	SAVE
2758	*Acer negundo*	BOX ELDER	4", 8"		GOOD	SAVE
2759	*Acer negundo*	BOX ELDER	8''		GOOD	SAVE
2760	*Populus deltoides*	COTTONWOOD	13''		GOOD	SAVE
2761	*Morus spp.*	MULBERRY	8''		GOOD	SAVE
2762	*Acer negundo*	BOX ELDER	14''	TWIN	GOOD	SAVE
2763	*Populus deltoides*	COTTONWOOD	9''		GOOD	SAVE
2764	*Morus spp.*	MULBERRY	8''		GOOD	SAVE
2765	*Populus deltoides*	COTTONWOOD	9''		GOOD	SAVE
2766	*Populus deltoides*	COTTONWOOD	13''		GOOD	SAVE
2767	*Thuja spp.*	CEDAR	9''		GOOD	SAVE
2768	*Juglans nigra*	BLACK WALNUT	4", 8"	TWIN	GOOD	SAVE
2769	*Acer negundo*	BOX ELDER	10''	TWIN	GOOD	SAVE
2770	*Ulmus spp.*	ELM	8''	TWIN	GOOD	SAVE
2771	*Ulmus spp.*	ELM	8''		GOOD	SAVE
2772	*Ulmus spp.*	ELM	11''		GOOD	SAVE
2773	*Ulmus spp.*	ELM	9''	TRI	GOOD	SAVE

TREE LIST

TAG #	*SCIENTIFIC NAME*	COMMON NAME	DBH	Multi Note	CONDITION	SAVE/REMOVE
2774	*Ulmus spp.*	ELM	10''		GOOD	SAVE
2775	*Ulmus spp.*	ELM	13''		GOOD	SAVE
2776	*Ulmus spp.*	ELM	13''	TRI	GOOD	SAVE
2777	*Ulmus spp.*	ELM	9''		GOOD	SAVE
2778	*Acer negundo*	BOX ELDER	14''	TWIN	GOOD	SAVE
2784	*Malus spp.*	APPLE	8''		GOOD	SAVE
2785	*Acer negundo*	BOX ELDER	15''	TWIN	GOOD	SAVE
2786	*Salix spp.*	WILLOW	16", 16", 16", 36"	QUAD	GOOD	SAVE
2787	*Acer negundo*	BOX ELDER	24''	TWIN	GOOD	SAVE
2788	*Acer negundo*	BOX ELDER	18''	TWIN	GOOD	SAVE
2789	*Acer negundo*	BOX ELDER	10''		GOOD	SAVE
2790	*Acer negundo*	BOX ELDER	8''		GOOD	SAVE
2791	*Caltapa speciosa*	CATALPA	12''	TWIN	GOOD	SAVE
2792	*Pinus nigra*	AUSTRIAN PINE	8''		GOOD	SAVE
2793	*Caltapa speciosa*	CATALPA	14''		GOOD	SAVE
2794	*Populus deltoides*	COTTONWOOD	22''		GOOD	SAVE
2800	*Ulmus spp.*	ELM	26''		GOOD	SAVE
2801	*Caltapa speciosa*	CATALPA	30''		GOOD	SAVE
2802	*Caltapa speciosa*	CATALPA	6", 9"	TWIN	GOOD	SAVE
2805	*Thuja spp.*	CEDAR	9''		GOOD	SAVE
					COUNT	305

DEER VALLEY

DEER VALLEY

ROCKWALL

ROCKWALL

SKYVIEW

SKYVIEW

WOODSIDE

WOODSIDE

M:\UMLOR GROUP PROJECT FOLDERS\PULTE HOMES\231213 - LEGACY HILLS GENOA\DESIGN FILES & PLAN SETS\BASE AUTOCAD FILES\DRAWINGS - ARCHITECTURAL - SHEETS\231213 ARCH DWGS.DWG

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40287 WEST ROAD WIXOM, MI 48393
TEL 248.773.7656 - FAX 866.690.4307

SECTION 23
T. 2 N., R. 5 E.
GENOA TOWNSHIP
LIVINGSTON CO., MICHIGAN

DATE: 5/5/2025

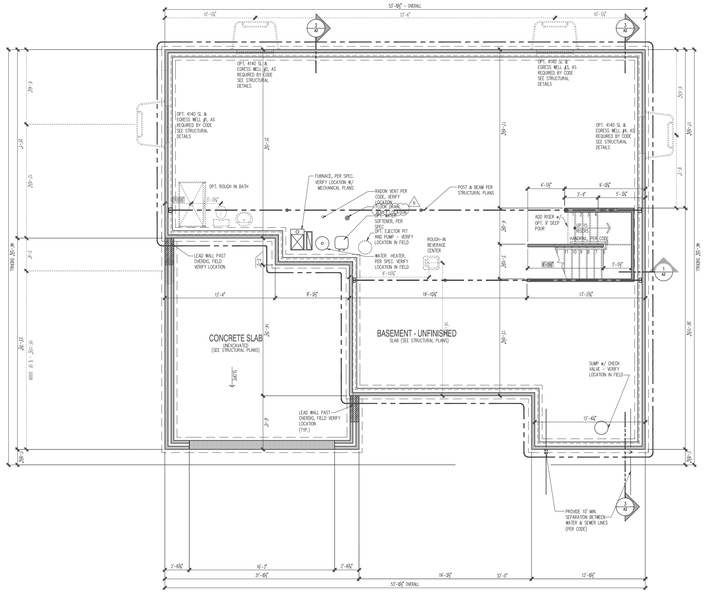
REVISIONS

LEGACY HILLS

CLIENT:
PULTE HOMES OF MICHIGAN
2800 LIVERNOIS ROAD, BLDG. D, SUITE 320
TROY, MICHIGAN 48083

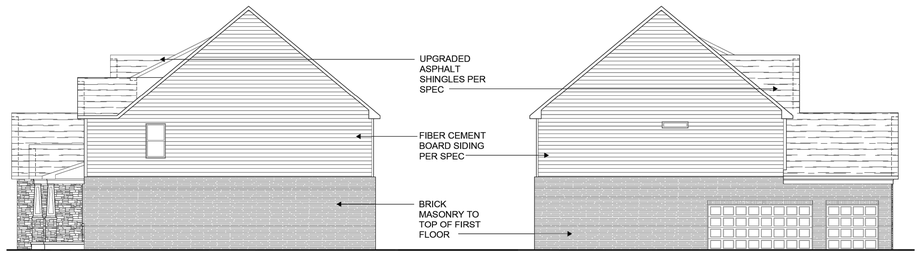
RENDERINGS

DR BY: DM/JT/SC
CK BY: SA/BB
P.M. MN
SCALE 0 -- --
NOT TO SCALE
JOB NO. 231213
SHEET NO. **A1**


57'-6" OVERALL
CONCRETE SLAB
BASEMENT - UNFINISHED
2'-10"
2'-10"
2'-10"

FRONT ELEVATION

REAR ELEVATION



RIGHT ELEVATION

LEFT ELEVATION

*TYPICAL AND REPRESENTATIVE

Midwest Zone Office
1900 E. Golf Road, - Suite 300
Schaumburg, Illinois 60173

Pulte Homes

Typical Sides and Rears - Masonry First Floor
3 Car Side Entry

PRODUCTION MANAGER
INITIAL RELEASE DATE:
MAIN REVISE DATE:
CLIENT REVISE DATE:
CLIENT ORDER:

KIT. & UNIT. / ROOM TYPE

△

ELEVATION TYPE
Left

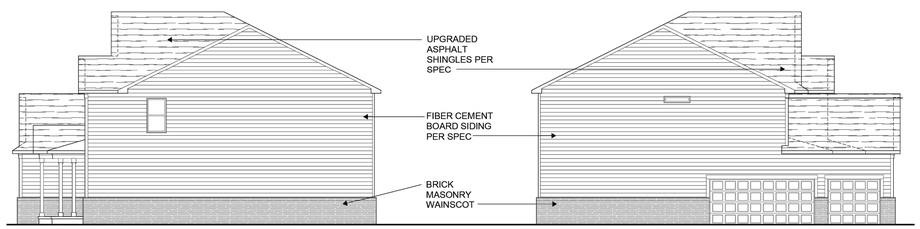
ELEVATION
Deer Valley
MFC PLAN NUMBER

UNION PLAN ID
1

SHEET
A3-NC2H
3SB.1

FRONT ELEVATION

REAR ELEVATION



ION

LEFT ELEVATION

*TYPICAL AND REPRESENTATIVE

Midwest Zone Office
1900 E. Golf Road, - Suite 300
Schaumburg, Illinois 60173

Pulte Homes

Typical Sides and Rears - Masonry Wainscot
3 Car Side Entry

PRODUCTION MANAGER
INITIAL RELEASE DATE:
MAIN REVISE DATE:
CLIENT REVISE DATE:
CLIENT ORDER:

KIT. & UNIT. / ROOM TYPE

△

ELEVATION TYPE
Left

ELEVATION
Deer Valley
MFC PLAN NUMBER

UNION PLAN ID
1

SHEET
A3FH2A
3SB.1

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UMLOR GROUP
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TEL 248.773.7656 - FAX 866.690.4307

SECTION 23
T. 2 N., R. 5 E.
GENOA TOWNSHIP
LIVINGSTON CO., MICHIGAN

DATE: 5/5/2025

REVISIONS

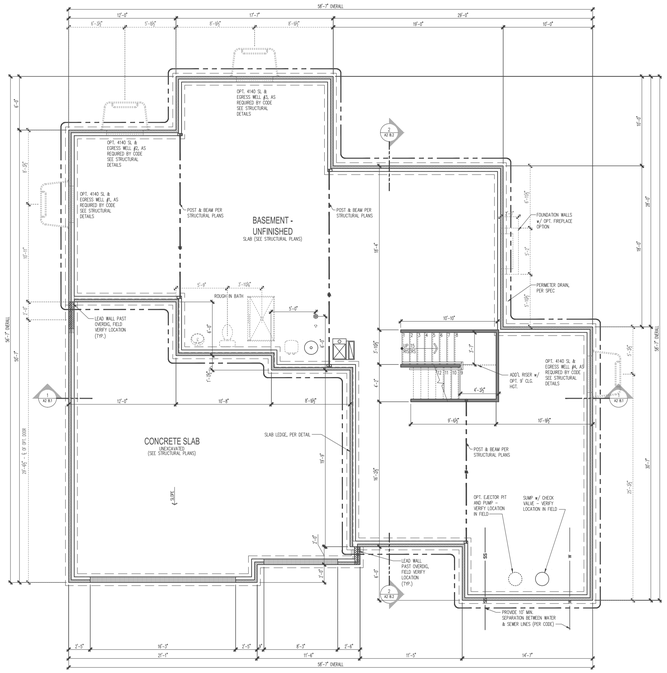
LEGACY HILLS

CLIENT:
PULTE HOMES OF MICHIGAN
2800 LIVERNOIS ROAD, BLDG. D, SUITE 320
TROY, MICHIGAN 48083

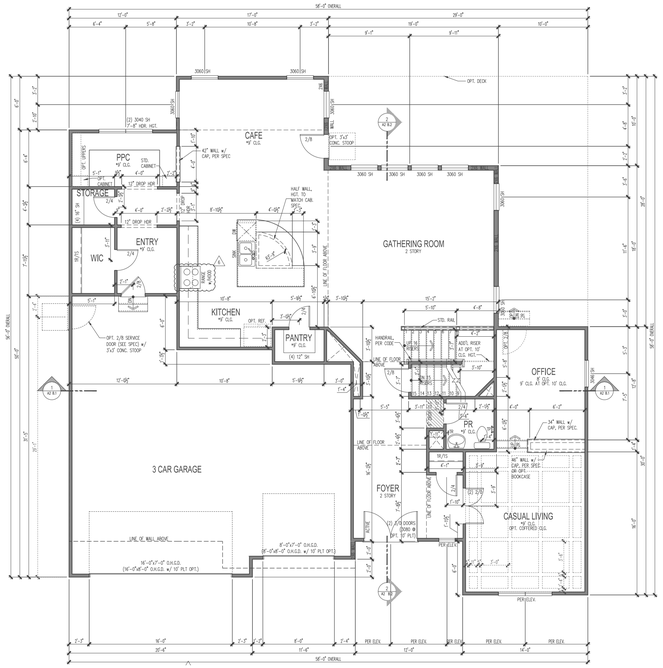
DEER VALLEY ELEVATIONS

DR BY: DM/JT/SC
CK BY: SA/BB
P.M. MN
SCALE 0 -- --
NOT TO SCALE
JOB NO. 231213
SHEET NO. **A3**

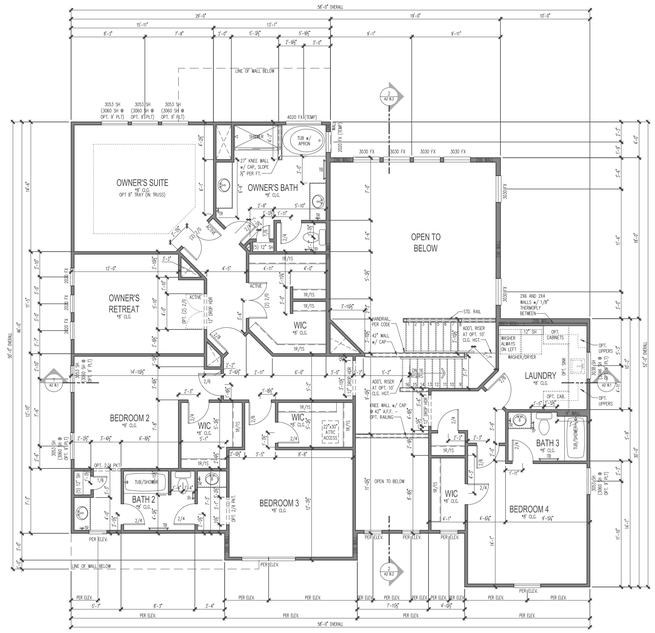
M:\UMLOR GROUP PROJECT FOLDERS\PULTE HOMES\231213 - LEGACY HILLS GENOA\DESIGN FILES & PLAN SETS\BASE AUTOCAD FILES\DRAWINGS - ARCHITECTURAL - SHEETS\231213 ARCH DWGS.DWG



FOUNDATION PLAN



FIRST FLOOR PLAN



SECOND FLOOR PLAN

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TEL 248.773.7656 - FAX 866.690.4307

SECTION 23 | T. 2 N., R. 5 E. | GENOA TOWNSHIP | LIVINGSTON CO., MICHIGAN

DATE: 5/5/2025

REVISIONS

LEGACY HILLS

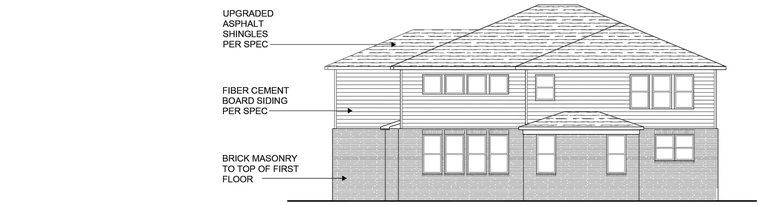
CLIENT: PULTE HOMES OF MICHIGAN
2800 LIVERNOIS ROAD, BLDG. D, SUITE 320
TROY, MICHIGAN 48083

ROCKWALL FLOOR PLANS

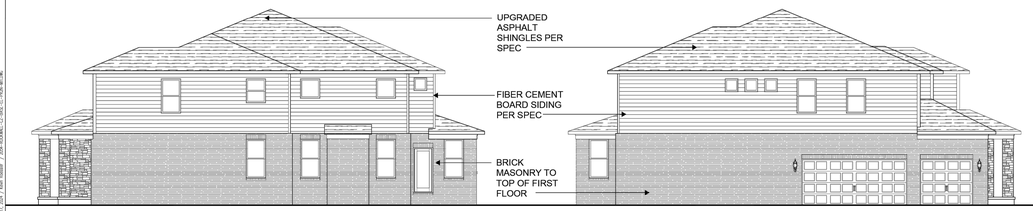
DR BY: DM/JT/SC
CK BY: SA/BB
P.M. MN
SCALE 0 -- -- NOT TO SCALE
JOB NO. 231213
SHEET NO. **A4**

M:\UMLOR GROUP PROJECT FOLDERS\PULTE HOMES\231213 - LEGACY HILLS GENOA\DESIGN FILES & PLAN SETS\BASE AUTOCAD FILES\DRAWINGS - ARCHITECTURAL - SHEETS\231213 ARCH DWGS.DWG

FRONT ELEVATION



REAR ELEVATION



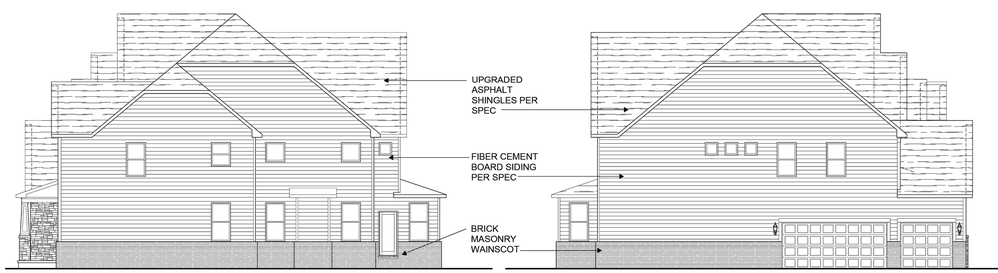
RIGHT ELEVATION

LEFT ELEVATION

*TYPICAL AND REPRESENTATIVE

FRONT ELEVATION

REAR ELEVATION



RIGHT ELEVATION

LEFT ELEVATION

*TYPICAL AND REPRESENTATIVE

Midwest Zone Office
1900 Golf Road - Suite 300
Schaumburg, Illinois 60173

Pulte Homes

Typical Sides and Rears - Masonry First Floor
3 Car Side Entry

Typical Sides and Rears - Masonry Wainscot
3 Car Side Entry

ELEVATION
Left

PLAN NAME
Rockwall
PC PLAN NUMBER

UNION PLAN ID

A3-PR2N-M1I
358.1

A3-NC3H
3SB.1

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

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SECTION 23
T. 2 N., R. 5 E.
GENOA TOWNSHIP
LIVINGSTON CO., MICHIGAN

DATE: 5/5/2025

REVISIONS

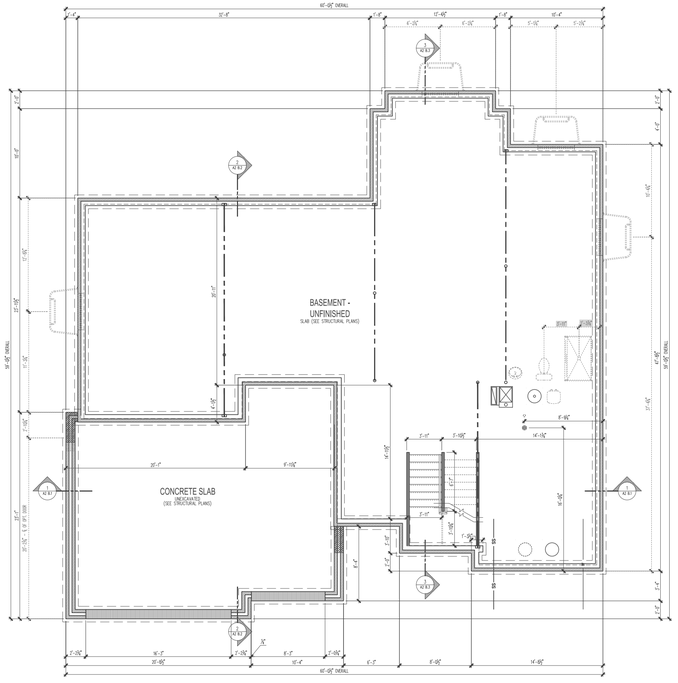
CLIENT:
PULTE HOMES OF MICHIGAN
2800 LIVERNOIS ROAD, BLDG. D, SUITE 320
TROY, MICHIGAN 48083

LEGACY HILLS

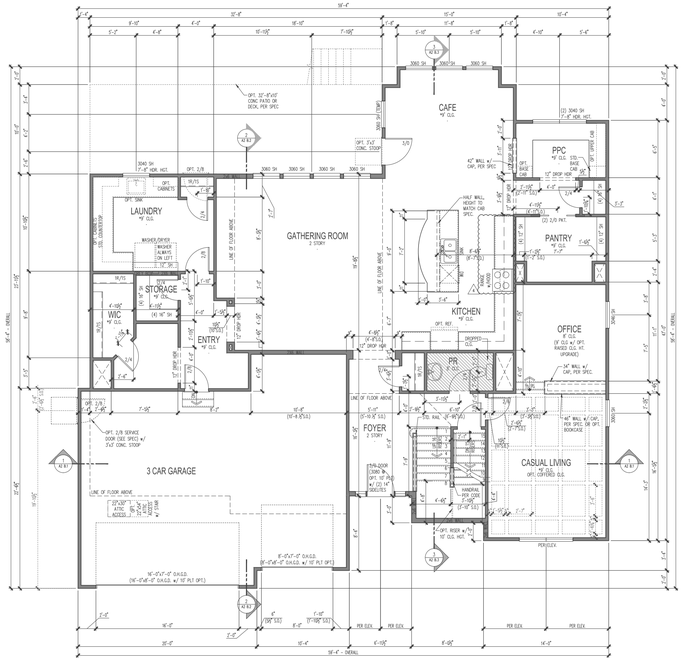
ROCKWALL ELEVATIONS

DR BY: DM/JT/SC
CK BY: SA/BB
P.M. MN
SCALE 0 NOT TO SCALE
JOB NO. 231213
SHEET NO. **A5**

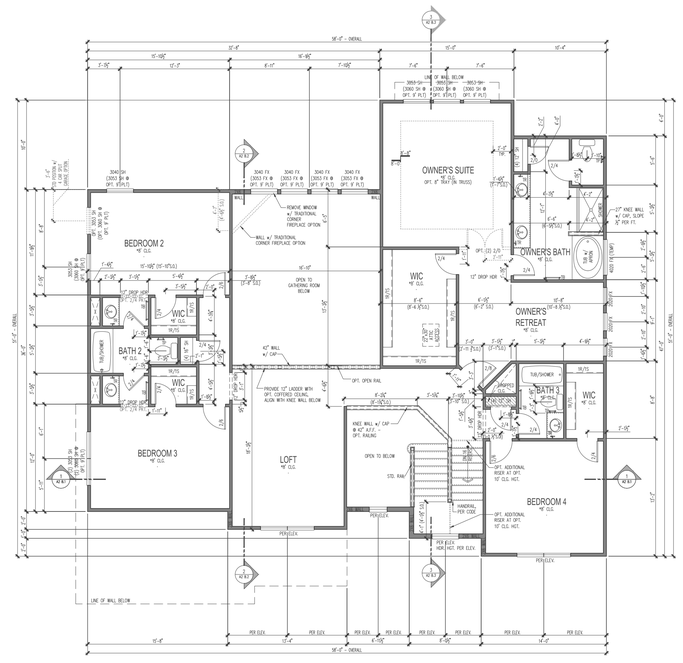
M:\UMLOR GROUP PROJECT FOLDERS\PULTE HOMES\231213 - LEGACY HILLS GENOA\DESIGN FILES & PLAN SETS\BASE AUTOCAD FILES\DRAWINGS - ARCHITECTURAL - SHEETS\231213 ARCH DWGS.DWG



FOUNDATION PLAN



FIRST FLOOR PLAN



SECOND FLOOR PLAN

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TEL 248.773.7656 • FAX 866.690.4307

SECTION 23 | T. 2 N., R. 5 E. | GENOA TOWNSHIP | LIVINGSTON CO., MICHIGAN

DATE: 5/5/2025

REVISIONS

LEGACY HILLS

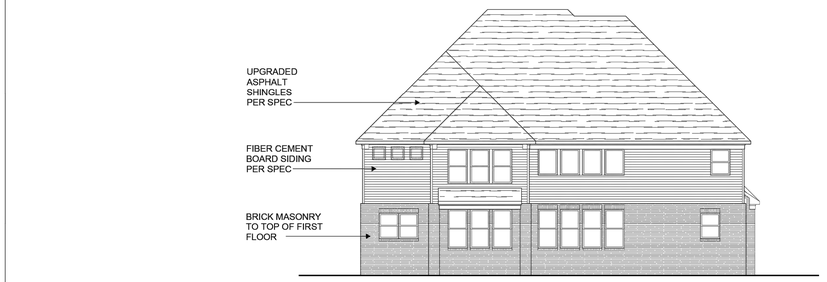
CLIENT: **PULTE HOMES OF MICHIGAN**
2800 LIVERNOIS ROAD, BLDG. D, SUITE 320
TROY, MICHIGAN 48083

SKYVIEW FLOOR PLANS

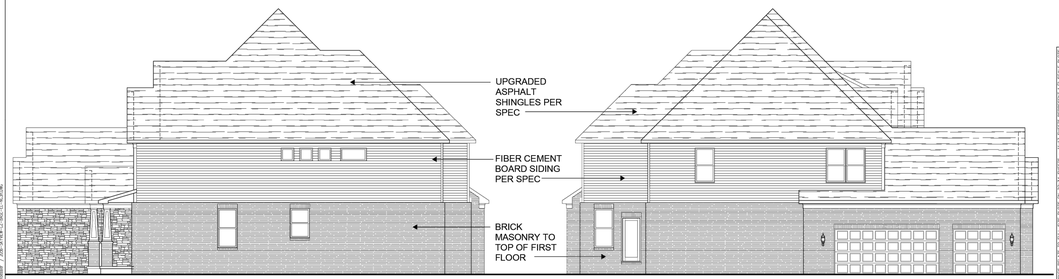
DR BY: DM/JT/SC
CK BY: SA/BB
P.M. MN
SCALE 0 — — —
NOT TO SCALE
JOB NO. 231213
SHEET NO. **A6**

M:\UMLOR GROUP PROJECT FOLDERS\PULTE HOMES\231213 - LEGACY HILLS GENOA\VERSION FILES & PLAN SETS\BASE AUTOCAD FILES\DRAWINGS - ARCHITECTURAL - SHEETS\231213_ARCH_DWGS.DWG

FRONT ELEVATION



REAR ELEVATION



RIGHT ELEVATION

LEFT ELEVATION

*TYPICAL AND REPRESENTATIVE

(C) Copyright Pulte Home Corporation 2025

Midwest Zone Office
1900 E. Golf Road, - Suite 300
Schaumburg, Illinois 60173

Pulte Homes

Typical Sides and Rears - Masonry First Floor
3 Car Side Entry

PRODUCTION MANAGER
Bob Dobbs
REAL ESTATE SALES CONSULTANT
Joseph Wade Sales
SALES OFFICE
Joseph Wade Sales

NO.	DATE	DESCRIPTION
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

SIDING ORIENTATION
Left

ELEVATION
Skyview
W/ TUX HOMES

UNION PLAN ID
--

SHEET
A3-NC3H

3SB.1

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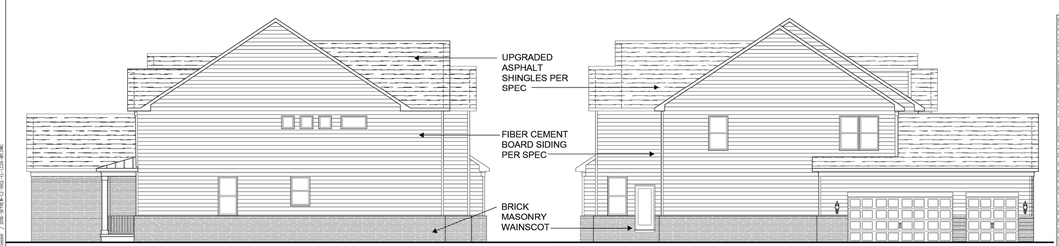
FRONT ELEVATION

REAR ELEVATION



RIGHT ELEVATION

LEFT ELEVATION

*TYPICAL AND REPRESENTATIVE

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Midwest Zone Office
1900 E. Golf Road, - Suite 300
Schaumburg, Illinois 60173

Pulte Homes

Typical Sides and Rears - Masonry Wainscot
3 Car Side Entry

PRODUCTION MANAGER
Bob Dobbs
REAL ESTATE SALES CONSULTANT
Joseph Wade Sales
SALES OFFICE
Joseph Wade Sales

NO.	DATE	DESCRIPTION
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

SIDING ORIENTATION
Left

ELEVATION
Skyview
W/ TUX HOMES

UNION PLAN ID
--

SHEET
A3-LC2A-MI1

3SB.1

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TEL 248.773.7656 - FAX 866.690.4307

SECTION 23
T. 2 N., R. 5 E.
GENOA TOWNSHIP
LIVINGSTON CO., MICHIGAN

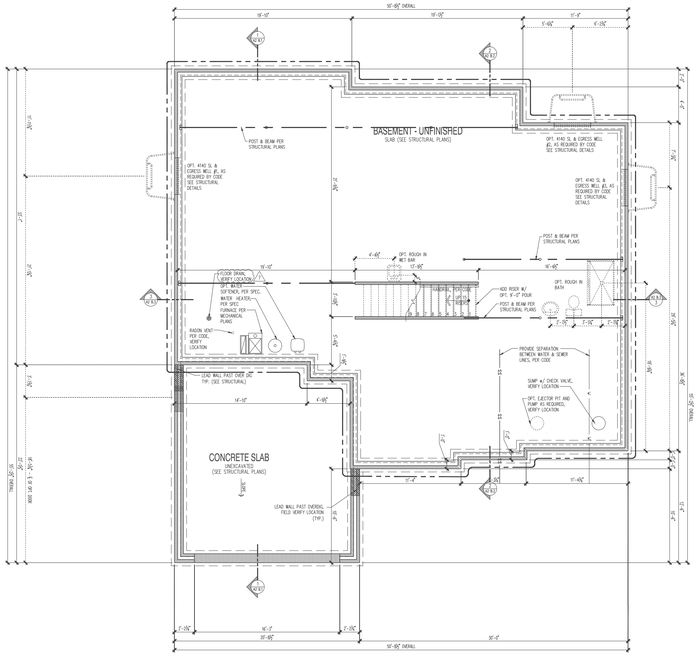
DATE: 5/5/2025

REVISIONS

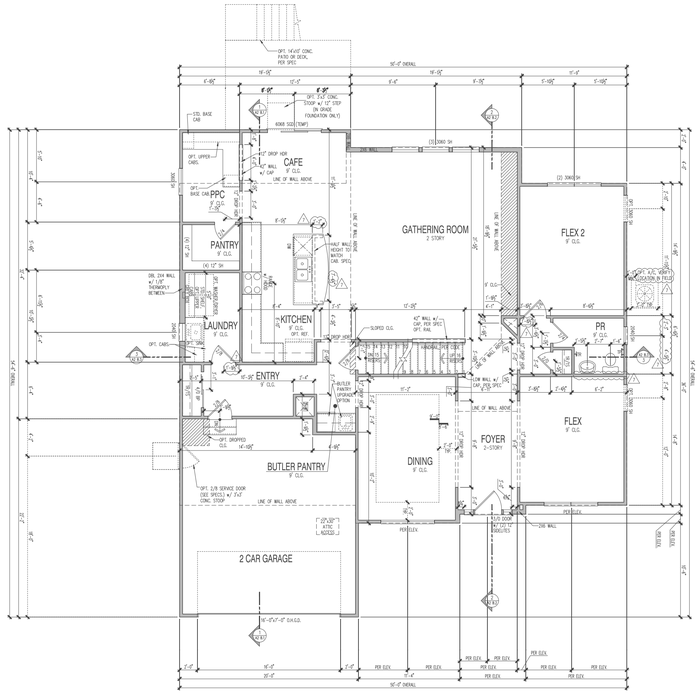
CLIENT:
LEGACY HILLS
PULTE HOMES OF MICHIGAN
2800 LIVERNOIS ROAD, BLDG. D, SUITE 320
TROY, MICHIGAN 48083

SKYVIEW ELEVATIONS

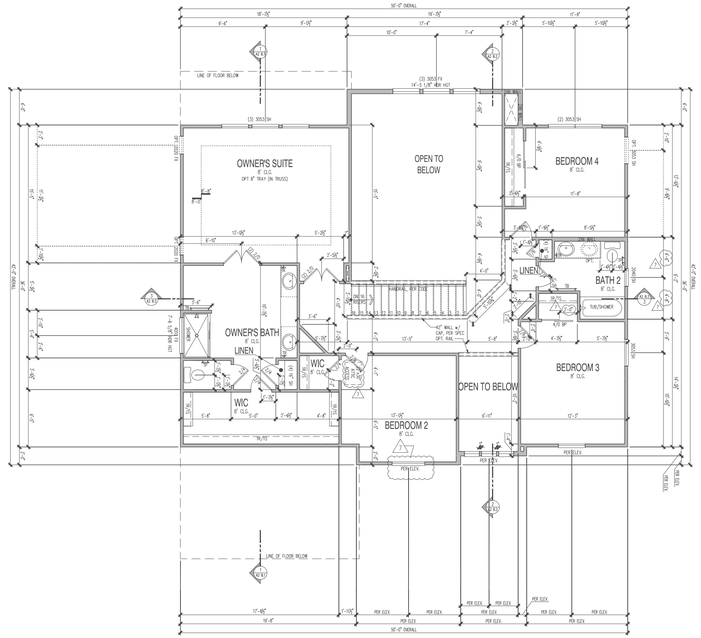
DR BY: DM/JT/SC
CK BY: SA/BB
P.M. MN
SCALE 0 -- --
NOT TO SCALE
JOB NO. 231213
SHEET NO. **A7**



FOUNDATION PLAN



FIRST FLOOR PLAN



SECOND FLOOR PLAN

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

811

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42287 WEST ROAD WIXOM, MI 48393
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SECTION 23
T. 2 N., R. 5 E.
GENOA TOWNSHIP
LIVINGSTON CO., MICHIGAN

DATE: 5/5/2025

REVISIONS

LEGACY HILLS

CLIENT:
PULTE HOMES OF MICHIGAN
2800 LIVERNOIS ROAD, BLDG. D, SUITE 320
TROY, MICHIGAN 48083

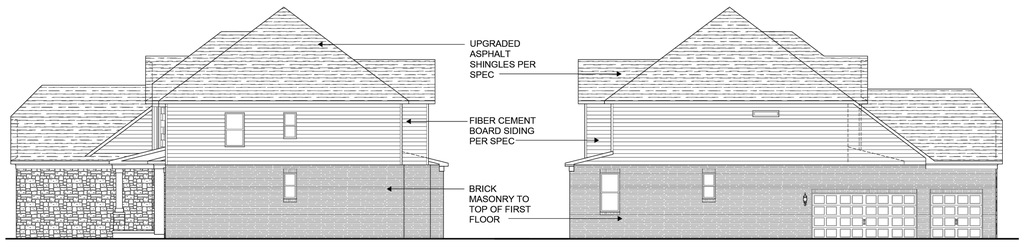
WOODSIDE FLOOR PLANS

DR BY: DM/JT/SC
CK BY: SA/BB
P.M. MN
SCALE 0 NOT TO SCALE
JOB NO. 231213
SHEET NO. **A8**

M:\UMLOR GROUP PROJECT FOLDERS\PULTE HOMES\231213 - LEGACY HILLS GENOA\DESIGN FILES & PLAN SETS\BASE AUTOCAD FILES\DRAWINGS - ARCHITECTURAL - SHEETS\231213 ARCH DWGS.DWG

FRONT ELEVATION

REAR ELEVATION



RIGHT ELEVATION

LEFT ELEVATION

*TYPICAL AND REPRESENTATIVE

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Midwest Zone Office
1900 E. Golf Road, - Suite 300
Schaumburg, Illinois 60173

Pulte Homes

Typical Sides and Rears - Masonry First Floor
3 Car Side Entry

PROJECT MANAGER
SAL TUFINO
PROJECT RELEASE DATE:
11/21/2024
CMBNY RELEASE DATE:
12/21/2024

NO	DATE	DESCRIPTION
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

ELEVATIONS
Left

ELEVATION
Woodside
W/ 1 OR 3 CARS

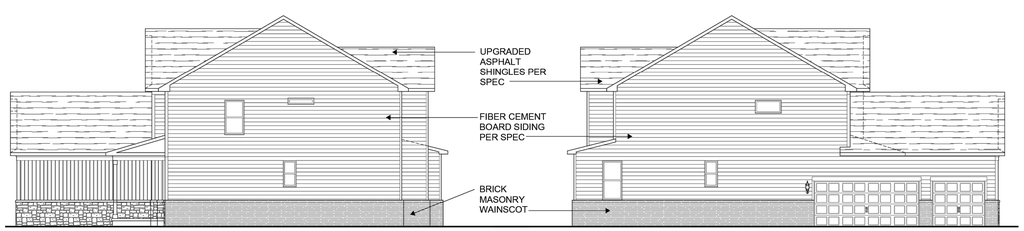
UNION PLAN ID
A

SHEET
A3-CT2U
3SB.1

#231213 - Scenario 1 | 2024 | Kate Rowan | #3000SE-G - 01/24/2025 2:34PM

FRONT ELEVATION

REAR ELEVATION



RIGHT ELEVATION

LEFT ELEVATION

*TYPICAL AND REPRESENTATIVE

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Schaumburg, Illinois 60173

Pulte Homes

Typical Sides and Rears - Masonry Wainscot
3 Car Side Entry

PROJECT MANAGER
SAL TUFINO
PROJECT RELEASE DATE:
11/21/2024
CMBNY RELEASE DATE:
12/21/2024

NO	DATE	DESCRIPTION
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

ELEVATIONS
Left

ELEVATION
Woodside
W/ 1 OR 3 CARS

UNION PLAN ID
A

SHEET
A3-HR2F
3SB.1

#231213 - Scenario 1 | 2024 | Kate Rowan | #3000SE-G - 01/24/2025 2:34PM

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