



ZONING BOARD OF APPEALS
MEETING MATERIALS FOR
AUGUST 14, 2019

PLEASE NOTE: THIS PACKET HAS BEEN UPDATED SINCE ITS ORIGINAL POSTING TO INCLUDE MATERIALS THAT WERE RECEIVED AND DISTRIBUTED AT THE MEETING ON THE EVENING OF AUGUST 14, 2019:

- Exhibit F: Additional Drainage Materials
- Exhibit G: Handout distributed by the applicant, James Bonfiglio, Esquire Development and Construction, Inc.



ZONING BOARD OF APPEALS
WEDNESDAY, AUGUST 14, 2019
Sycamore Room, 1st Floor – 5:30 P.M.
201 West Ash Street, Mason MI

AGENDA

1. CALL TO ORDER

2. ROLL CALL

3. PUBLIC COMMENT

4. APPROVAL OF MINUTES

A. Approve Minutes of Regular Zoning Board of Appeals Meeting April 10, 2019

B. Approve Minutes of Zoning Board of Appeals Training Workshop April 10, 2019

5. PUBLIC HEARING

A. Appeal of Administrative Decision to deny building permits for properties located at 934 and 965 Franklin Farm Drive in Mason, MI, received from James Bonfiglio, Attorney at Law

6. UNFINISHED BUSINESS

7. NEW BUSINESS

8. LIASON REPORT

9. ADJOURN

**CITY OF MASON
ZONING BOARD OF APPEALS MEETING
MINUTES OF APRIL 10, 2019
DRAFT**

Crips called the meeting to order at 5:32 p.m. in the Sycamore Room at 201 W. Ash Street, Mason, Michigan.

Present: Crips, Harris, Madden, McCormick, Wilson
Absent: Fisher, Sabbadin (notice given)
Also present: Elizabeth A. Hude, AICP Community Development Director

PUBLIC COMMENT

None.

APPROVAL OF MINUTES

MOTION by McCormick second by Wilson, to approve the Zoning Board of Appeals meeting minutes from January 9, 2019 as presented.

Yes (5) Crips, Harris, Madden, McCormick, Wilson

No (0)

Absent (2)

UNFINISHED BUSINESS

None.

NEW BUSINESS

None.

LIAISON REPORT

- A. Members were provided with the City Manager's Report (3/29/2019) prior to the meeting in their meeting packet.
- B. Council Member Madden provided an update on City Council Business.

ADJOURN

The meeting adjourned at 5: 36 p.m.

Elizabeth A. Hude, AICP, Community Development Director

CITY OF MASON
ZONING BOARD OF APPEALS TRAINING WORKSHOP
MINUTES OF APRIL 10, 2019
DRAFT

Crips called the meeting to order at 5:36 p.m. in the Sycamore Room at 201 W. Ash Street, Mason, Michigan.

Present: Crips, Harris, Madden, McCormick, Wilson
Absent: Fisher, Sabbadin (notice given)
Also present: Elizabeth A. Hude, AICP Community Development Director

PUBLIC COMMENT

None.

PRESENTATION

- A. Tour and overview of Community Development Office
- B. Annual workplan and quarterly goals

TRAINING

- A. Contents of Binder
- B. Communication - Social Media and the Grocery Store
- C. Checklist for application review
- D. Roster and nameplates

ADJOURN

The meeting adjourned at 6:15 p.m.

Elizabeth A. Hude, AICP, Community Development Director



MEMO

TO: Zoning Board of Appeals
FROM: Elizabeth A. Hude, AICP, Community Development Director
SUBJECT: 934 & 965 Franklin Farm Drive – Administrative Appeal to Denial of Building Permits
DATE: August 9, 2019

REQUESTED ACTION

James Bonfiglio, Attorney at Law has filed an appeal to the Zoning Administrator's decision to deny building permits for new residential construction on properties located at 934 and 965 Franklin Farm Drive.

The appeal is shown on the following plans and documents:

- Zoning Board of Appeals Application, received July 10, 2019 via email
- Letter of Appeal from James Bonfiglio, Attorney at Law, dated July 9, 2019

The applicant paid a fee of \$250, and together with the documents listed above, the application appears to satisfy the submittal requirements of Sec. 94-364.

In addition to the documents received from the applicant, the following additional materials are included and referenced in this memo:

- Staff letter dated July 2, 2019
- Exhibit A – Resolutions, Amendments, Approved Condominium Plan 'Alternate C'
- Exhibit B – Correspondence Regarding Status of Condo Association
- Exhibit C – Franklin Farms Master Deed (Single Family Site Condominiums)
- Exhibit D – Franklin Farm Drive Right of Way Deed and Easements
- Exhibit E – Drainage Reports

LAND USE AND ZONING PATTERN

Both properties are vacant/undeveloped land and zoned as RS-2 Single Family District. The lots were created as Site Condominiums under the provision of the Michigan Condominium Act (MCL 559.101 et seq.) and subject to the City of Mason's ordinance in Chapter 94, Article VIII. Exhibit A includes the original resolutions stating approvals and amendments to the condominium subdivision.

The surrounding land uses include both single and multi-family uses and are zoned as follows:

	Current Land Use	Zoning: 934	Zoning: 965
North	Residential	RS-2: Single Family Residential	RS-3: Single Family Residential
South	Residential	RS-2: Single Family Residential	RS-2: Single Family Residential
East	Residential	RS-2: Single Family Residential	RS-3: Single Family Residential
West	Residential	RS-2: Single Family Residential	RS-2: Single Family Residential

NOTIFICATION

Forty letters were sent out notifying the public of this request. As of the writing of this report, three phone calls have been received requesting more information about the appeal.

ANALYSIS

As stated in staff's letter to the applicant dated July 2, 2019, building permits are subject to the requirements of the City's ordinances and State Construction Code to ensure all uses are adequately served by public facilities and services including sewage disposal, potable water, fire protection, streets, and sidewalks.

The basis for the denial is that the proposed properties are not served by adequate drainage facilities as evidenced by the lack of maintenance, and the lack of a condominium association responsible for proper maintenance of the existing detention pond and storm sewer drainage easement that runs along the back of properties fronting on Franklin Farm Drive.

1 – Condominium Association Inactive

Both 934 and 965 Franklin Farm Drive are part of a subdivision developed and approved as Site Condominiums under the provision of the Michigan Condominium Act (MCL 559.101 et seq.) and subject to the City of Mason's ordinance in Chapter 94, Article VIII as shown in Exhibit A.

After receiving a letter dated December 18, 2017 from Mr. Bonfiglio, staff became aware that the site condominiums were no longer maintaining an active condominium association as required by the master deed, and that the detention pond, and drainage easement running behind the lots fronting on Franklin Farm Drive were not being maintained. According to the City's records (Assessor, BS&A), the owner of record for the detention pond, Parcel 33-19-10-08-304-100, is The Villages at Franklin Farms Condominium Association (an active condominium association) addressed to the same suite as Esquire Development at 4127 Okemos Rd, Suite 1, Okemos MI, 48864.

Under the condominium documents, it is the obligation of the Condominium Association to maintain the drainage facilities. At Article III, *Definitions*, it is provided, in pertinent part, as follows:

"Section 2. Association. "Association" means Franklin Farms Condominium Association which is a non-profit corporation organized under the Michigan law of which all co-owners shall be members, which corporation shall administer, operate, manage and maintain the Condominium."

At Article IV, *Common Elements*, Section 1(g) of the General Common Elements provides:

(g) **Storm Sewer.** The storm sewer system throughout the Project, including the storm water retention areas, but not including individual residential dwelling basement sump basin system for each residential dwelling that is now or hereafter constructed within the perimeter of a unit. (Emphasis Supplied)

Finally, at Article IV, Section 3, Responsibilities, it is provided as follows:

Section 3. Responsibilities. The respective responsibilities for the maintenance, decoration, repair and replacement of the Common Elements improvements constructed within units are as follows:

(c) **General Common Elements.** The cost of maintenance, repair and replacement of all General Common Elements shall be borne by the Association subject to any provision of the condominium documents expressly to the contrary.

Since then, staff has held meetings with Mr. Bonfiglio (October 18, 2018), and with residents living on Franklin Farm Drive (December 10, 2018) to clarify the status of the condominium association and maintenance of the associated common elements – the detention pond and drainage easement, shown on page 57 of the Master Deed in Exhibit C. Exhibit B includes the

correspondence from Mr. Bonfiglio and others clearly stating that a condominium association no longer exists for the single-family site-condominiums.

Mr. Bonfiglio has written to the City that an insufficient number of homeowners “want to have an active Association at this time.” There appears to be no evidence that in the foreseeable future the Franklin Farms Condominium Association will undertake its responsibilities to maintain the storm sewer system throughout the project, including the storm water retention areas.

In his email dated June 21, Mr. Bonfiglio suggests the City has an easement that includes the detention pond. However, a review of the deeded easements to the City of Mason are inclusive of the right of ways only for Franklin Farm Drive and Lavonne St. Exhibit D includes the deed for the right of ways, and a layout displaying the boundaries of the deeds for the right of ways. The City has not been granted any right to enter onto the lands of Franklin Farms outside of the right of way to maintain the storm sewer system. It is not the obligation of the City to maintain such private utilities that were established pursuant to the terms of this, or any other condominium master deed.

2 – Lack of adequate drainage utilities with no designee responsible for maintenance

In accordance with Sec. 94-95(2)c all building permit applications must provide evidence of compliance with Chapter 94 (Zoning), the building code, and all other local, county, state and federal requirements that are applicable to the proposed building, structure or land use.

Chapter 94, Sec. 94-227(6) states that provisions shall be made for the construction of storm sewer facilities including grading, gutters, piping, on-site storage, and treatment of turf as required to handle stormwater and prevent erosion.

Both 934 and 965 Franklin Farm Drive are part of an approved condominium site plan that contribute to a storm sewer facility that includes a drainage easement along the rear of the lot and the detention pond at the corner of Franklin Farm Drive and Lavonne St.

Exhibit E includes a letter from the Ingham County Drain Commission dated July 29, 2019 stating that the detention basin that supports the Franklin Farms development appears not to have been built according to the approved site plan. The detention basin is in need of maintenance and further study in order to determine that sufficient capacity exists to support the development.

Wolverine Engineering is currently in the process of preparing a topographical survey of the detention area to assist in determining if the detention basin has capacity to support the current storm water run-off and any further storm water run-off from further housing developments. Staff will report on their findings at the public hearing on August 14.

Staff has received several complaints over the years regarding problems with flooding in the back yards, within the area noted as the drainage easement on the plan. This year calls were taken from 1004 and 975 Franklin Farm Drive reporting that water was not draining from their back yards. Photos of the drainage easement can be found in Exhibit E. The drainage easement appears to be occupied in several instances by fences, sheds and other accessory structures and the grade does not appear to be maintained in a manner that allows for surface water to drain as was proposed in the approved site plan.

RECOMMENDATION

The Zoning Board of Appeals has the following options:

Close the public hearing, discuss the matter and make the necessary findings of fact to support the preparation of a resolution. Once the facts have been stated, staff recommends calling an adjournment to the next meeting to allow staff to prepare a final resolution with the findings. At the next meeting, the ZBA should consider and act on the findings and the resolution.

The ZBA may also choose to continue either the public hearing or discussion to a future time and date certain if they require additional information necessary to support findings of fact from either staff or the applicant.



APPLICATION

ZONING BOARD OF APPEALS

Applicant– Please check one of the following:

<input type="checkbox"/>	Variance
<input checked="" type="checkbox"/>	Appeal of Administrative Decision
<input type="checkbox"/>	Interpretation of Ordinance Text
<input type="checkbox"/>	Zoning District Boundary Interpretation
<input type="checkbox"/>	Temporary Permit

PLANNING DEPARTMENT USE ONLYApplication Received: July 10, 2019

Tax ID: _____

Fee: \$250Receipt #: 100251845 7/6/19**Applicant Information:**Name: Esquire Development and Construction, Inc.

Organization: _____

Address: 4127 Okemos Road, Suite 1, Okemos, MI 48864Telephone Number: 517-349-8000 or 517-282-9669 Facsimile Number: 517-349-0132Interest in Property (owner, tenant, option, etc.): Owner

Note: If applicant is anyone other than owner, request must be accompanied by a signed letter of authorization from the owner.

Property Information:Owner: Esquire Development and Construction, Inc. Telephone Number: 517-349-8000 or 517-282-9669Property Address: 934 & 965 Franklin Farm Drive, Mason, MI 48854Legal Description: If in a subdivision: Subdivision Name: Franklin Farm Condominium Lot Number: 14 and 27

If Metes and Bounds (can be provided on separate sheet): _____

APPLICANT CERTIFICATION

By execution of this application, the person signing represents that the information provided and the accompanying documentation is, to the best of his/her knowledge, true and accurate. In addition, the person signing represents that he or she is authorized and does hereby grant to City officials a right of entry for the purpose of inspecting the premises to verify compliance with conditions precedent to issuing Zoning Board of Appeals approval.

Signature: by James BongilioDate: 7-10-19

Requested Description:

Please use this section to describe your request. Feel free to include additional pages and/or drawings, maps, photographs, and other documentation that might aid the Zoning Board of Appeals in its determination.

- **Variances:** fill in the appropriate boxes in the following table, as shown in the EXAMPLE, and use the blank lines that follow the table to provide a detailed description and reasons for the variance. The Board of Appeals will review a request for variance subject to the standards listed in Sections 94-365(c) and (d) of the Mason Code. Your written response should address these standards.
- **All other requests:** please describe your request in complete detail using the blank lines. Requests are reviewed under the standards listed in Article XI of Chapter 94, Zoning, of the Mason Code. Your written response should address the appropriate standards.

Variance Table

Variance Type	Ordinance Requirement	Applicant Proposal*	Variance Request = (Requirement – Proposal)
Rear Setback *EXAMPLE*	45 feet	43 feet	
Front Setback			
Side Setback			
Rear Setback			
Height			
Lot Coverage			
Lot Size			
Parking Spaces			
Other (describe):			

* Example: If the ordinance requires a rear yard setback of 45 feet, and you propose an addition that would be 43 feet from the rear property line, you would write or type "43 feet" under "Applicant Proposal."

Written Description: (Attach additional pages, if necessary)

See appeal dated July 9, 2019

Application Materials

The following information must be submitted with this completed application form:

Variations: Variance requests must be accompanied by a basic site plan drawn to a readable scale showing the location of property lines, existing and proposed structures and parking areas, setback dimensions from property lines and other buildings, easements, existing roads, utility connections, floodplain and topography (where it has a bearing on the request), and any other information necessary to adequately show the nature of the request.

Applications must satisfy the following criteria pursuant to Section 94-365(c) in order to be granted a variance:

- The variance must be granted in order to avoid practical difficulties not created by the applicant that would result from strict application of the letter of this chapter.
- A variance will not permit the establishment within a zoning district of any use not permitted within the district.
- A variance will not cause a substantial adverse effect to property or improvements in the zoning district and the immediately surrounding neighborhood.
- A variance will not be contrary to the public interest and will insure that the spirit and intent of this chapter will be observed, public safety secured, and substantial justice done.
- There is no lesser variance than that applied for which would give substantial relief to the applicant.

All requests must be accompanied by a fee, as established by City Council. The fee for requests to the Zoning Board of Appeals is \$250.00.

All requests must be accompanied by any additional information deemed necessary by the Planning Department Staff.

Feel free to include written descriptions, elevation or other drawings, maps, photographs, and/or any other documentation that might aid the Board of Appeals in making a determination. Applicants are encouraged to review Article XI of Chapter 94, Zoning, of the Mason Code, which describes the procedures and standards that the Board of Appeals will use to evaluate a request.

Deferment by applicant: The ZBA shall defer all proceedings upon the request of the applicant when less than six members of the ZBA are present for consideration of and voting on an appeal or variance. The right of deferment shall be considered waived by the applicant if deferment is not requested immediately upon the opening of the hearing on the matter.

Note: The applicant must submit 13 copies of any documents that are larger than 11" by 17".

Application Deadlines

Regular meetings of the Zoning Board of Appeals are held on the second Wednesday of every month, at 5:30 p.m. To be placed on the meeting agenda, all Application Materials must be received at least 4 weeks in advance of the meeting. **The Board of Appeals will not take action on the request unless the applicant or his/her duly authorized representative is present at the public hearing.**

Staff Report

The Planning Department Staff will prepare a report to the Zoning Board of Appeals regarding your request. The report will explain the request to the Board and review whether it complies with the standards in the Zoning Ordinance. Staff will present the findings of that report during the Zoning Board of Appeals meeting. An applicant who wishes to obtain one (1) copy of that report, at no cost, prior to the meeting must provide a written request

to the Planning Department. The report is generally complete on the Friday before the meeting and can be mailed to the applicant or picked up by the applicant in the Planning Department.

Resources: More questions? Please contact our Customer Service Desk at 517.676.9155.

Revised 7.2.2018 (Community Development)

JAMES BONFIGLIO
Attorney at Law
4127 Okemos Road, Suite 1
Okemos, Michigan 48864
(517) 349-8000
Fax (517) 349-0132

RECEIVED

JUL 09 REC'D

**CITY OF MASON
CUSTOMER SERVICE**

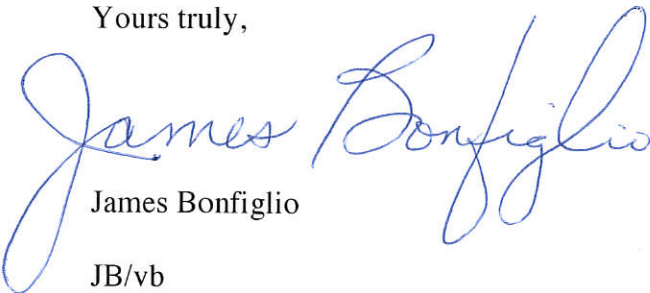
July 9, 2019

To: Board of Appeals
City of Mason
290 W. Ash Street
Mason MI 48854

Re: 934 & 965 Franklin Farm Drive, Mason MI 48854

Enclosed please find my Appeal of the Denial of Building Permits with regard to the above addresses, and a check in the amount of \$250 for the appeal fee.

Yours truly,


James Bonfiglio
JB/vb

City of Mason

Board of Appeals

In the Matter of Esquire Development and Construction, Inc.

Esquire Development and Construction, Inc. (hereinafter "Esquire" or "Petitioner") hereby appeals the denial of building permits for 934 and 965 Franklin Farm Drive, Mason, Michigan. Esquire seeks to complete construction of homes on the last 4 vacant homes sites at Franklin Farm Condominium. Franklin Farm Condominium is a part of a development of 214 homes, the balance of which has been constructed and occupied for over ten years. The development was approved by the City in 2000.

The City has not articulated any defect in the house plans or building specifications submitted by Esquire as its basis for denying building permits. Rather, the City appears to base its denial of building permits upon the implication that public services are inadequate or inadequately maintained, that Esquire does not satisfy the requirements of Mason ordinance 94-176(e)(5), and Esquire's rights under its site plan approval have expired pursuant to Chapter 94 Article X of the City's Zoning Ordinance. The City sets forth three findings in support of its decision. Findings 1 and 2 relate to Franklin Farm Condominium Association. The City contends the Association is not functioning as it should and disputes the adequacy of its maintenance of the Condominium's privately owned storm drainage system. Finding 3 deals with the number of ingress and egress points to Franklin Farm Condominium and the extension of Franklin Farm Drive to Kipp Road. None of the findings or the asserted legal conclusions is a basis for denying Esquire building permits. The denial of the permits constitutes a taking of Esquire's property in violation of law.

At page 1 of its letter under the caption "1- _____ Condominium Association Inactive", the City notes "The inactive status of the condominium association constitutes a violation of the master deed which is filed in conjunction with approval for both the multi-family and single family site condominiums. Under the Master Deed and Bylaws, the condominium association has the affirmative obligation to administer, manage, and maintain the condominium and associated common elements."

No condition is set forth in the Site Plan approval or condominium documents that make Esquire responsible for the continued operation of the condominium association. All legal documents were subject to the approval of the City. There is no showing that the City objected to the condominium documents. Esquire has fulfilled its requirements under its Special Use Permit and the law with respect to the condominium association. Esquire created the association and transferred its control to co-owners as required by law.

At page 2 under 2- Lack of adequate drainage utilities with no designee responsible for maintenance-, the City alleges “The lack of an active condominium association has resulted in a failure of the condominium association to properly maintain the existing drainage facility held in common ownership by the condominium association-see 1 above.” Thereafter the City sets forth what it believes the association is not doing but should be doing.

The contentions that there is a lack of “adequate drainage utilities with no designee for maintenance” are not correct. First, co-owners of the Franklin Farm Condominium, when specifically asked about the functioning of the drainage system, have stated that they do not have any issues with drainage in their condominium development¹. Second, there is a designee responsible for maintenance. The co-owners of Franklin Farms, as the owner of the land and easement upon which the drainage system is located are, based upon the master deed, burdened and benefited by the requirements of the master deed including the requirements to maintain that system. The maintenance obligation exists and transfers from owner to owner as homes and lots are sold.

Denial of Petitioner’s building permits because the City does not approve of the governance of the condominium association or the manner in which it operates the storm drainage system is an improper taking of Petitioner’s property and is an ineffective means to address any concerns the City may have. The storm drainage system at Franklin Farm Condominium is a private drainage system. The City has an easement over the land on which the system is located and adjacent property. If the City disagrees with the majority of property owners charged with the operation and maintenance of the system, the City has at least two alternative and more effective ways to address the issue rather than to deprive Petitioner of its property. First, the City may exercise its rights under its easement and correct any defects it believes exist. Second the City has recourse against the condominium development pursuant to MCL 559.215 which provides any person who has been adversely affected by the failure to comply with, among other things, requirements of a master deed, may bring an action in a court of competent jurisdiction.

Denying Esquire’s building permits as a result of a dispute between some co-owners and the City over the proper management of a drain system amounts to an improper taking of Esquire’s property.

The third finding is found on page 2 under the heading, “3- Lack of adequate emergency egress”.

¹ Two meetings were held with the homeowners in Franklin Farm Condominium. One meeting was called by Esquire and held September 12, 2018. A second meeting was called by the City and held December 10, 2018. At both meetings the majority of homeowners present indicated they had not had problems with drainage.

The City contends that:

“Under Section 94-176(e)(5) Standards for residential uses:
*No more than 25 dwellings shall be served by a single access point
except upon finding that a second alternative and reasonable means of
emergency vehicle access is available.*”

This section deals with site plan approval and the access of emergency vehicles to the site to be developed. Esquire satisfies this requirement. The site developed by Esquire has two access points for ingress and egress, one via Northbrook Street and one via Lavonne Street. These access points were designed to City specifications.

The City references an exit to Kipp Road that the City has stated it would build². The access point to Kipp Road is not a requirement for development or construction at Franklin Farm or The Villages at Franklin Farm. The City Council has ruled that such a requirement is illegal (see City Council Resolution 2000-008). Esquire has complied with all requirements imposed on it by its Special Use Permit, has conveyed all property it is required to convey to the City, and the City has accepted that property.

The City appears to argue that Esquire’s rights in its site plan may only vest for one year and that Esquire has abandoned its rights as a non-conforming use pursuant to Chapter 94-Article X. Both assertions are incorrect.

Michigan law provides that the right to a site plan is vested when a building permit has been issued after the site plan has been approved and construction has begun, *Schubiner v West Bloomfield Twp*, 133 Mich App 490; 351 NW2d 214 (1982). At least 45 building permits involving 210 living units have been issued since August 30, 2000. Esquire’s rights in the site plan are vested and continue. Moreover, no change in that site plan can be made unless agreed to in writing by both parties, MCL 125.3504(5).

As has been pointed out above, Esquire satisfies the requirements of 94-176(e)(5) because it has provided two access points for emergency vehicles at both Franklin Farm Condominium and The Villages At Franklin Farm Condominium. The City fails in showing that Esquire does not meet the requirement of 94-176(e)(5). That is, Esquire’s use conforms to the requirements specified in 94-176(e)(5).

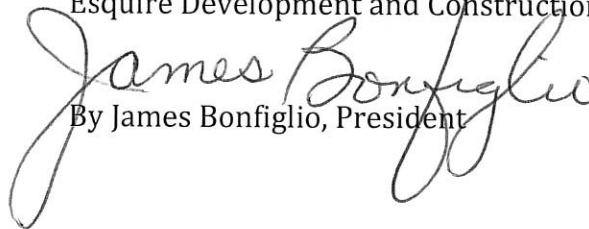
Even if Esquire did not satisfy that requirement, Esquire has not abandoned its right to the continuing use of its property as a nonconforming use. In the case of

² While the City’s letter indicates the intent to build the road in the future, it withdrew its application for a necessary permit to build that road in 2009.

Livonia Hotel, LLC v City of Livonia, 215 Mich App 116; 673 NW2d 763 (2003), the Court of Appeals held that to establish abandonment of a nonconforming use more than the mere passage of time is necessary. It is also necessary that the City establish that holder of that vested use intended to give up the right to that use. The City has not and cannot show any intention by Esquire to give up its rights in its property. Esquire does not have any intention of giving up its rights in the use of its property. Esquire has continued to maintain its property and pay taxes on its property throughout its ownership. Esquire has sold 34 of the 38 home sites. The assertion of abandonment is factually and legally incorrect.

For the foregoing reasons, Esquire requests that the decision of the City to deny the building permits be overturned and the requested building permits be immediately issued.

Esquire Development and Construction, Inc.

A handwritten signature in cursive script, reading "James Bonfiglio". The signature is written in black ink and is positioned over the typed name and title.

By James Bonfiglio, President

July 9, 2019

CITY OF MASON
P.O. BOX 370
201 W. ASH ST.
MASON MI 48854-370
Phone : (517) 676-9155
WWW.MASON.MI.US

Received From:
ESQUIRE DEVELOPMENT CONSTRUCTION INC
4127 OKEMOS RD STE 1
OKEMOS MI 48864

Date: 07/09/2019 Time: 2:29:53 PM
Receipt: 100251845 *** REPRINT ***
Cashier: JR

APPEAL OF DENIAL OF BUILDING PERMITS
934 & 965 FRANKLIN FARM DR

ITEM REFERENCE	AMOUNT
-----	-----
GFMISC GENERAL FUND MISC	
BONFIGLIO DENIAL OF BLD PERMI	\$250.00
-----	-----
TOTAL	\$250.00
CHECK 6528	\$250.00
Total Tendered:	\$250.00
Change:	\$0.00



July 2, 2019

James Bonfiglio
c/o Esquire Development & Construction, Inc.
4127 Okemos Road, Suite 1
Okemos, MI 48864

Via email to James Bonfiglio <esquiredevelopment@acd.net> and
Certified Mail # 7000 0520 0020 0308 5211

RE: Building Permit Applications - 934 and 965 Franklin Farms Drive

Dear Mr. Bonfiglio,

Building permits are subject to the requirements of the City's ordinances and State Construction Code to ensure all uses are adequately served by public facilities and services including sewage disposal, potable water, fire protection, streets, and sidewalks. After careful review, we have denied your building permit requests for 934 and 965 Franklin Farms Drive based upon the following findings:

1- Condominium Association Inactive – Your letter dated December 18, 2017 indicated that the City had incorrectly assigned property held in common ownership by the single-family site condominiums to the wrong condominium association. Because both the multi-family and single-family site condominiums were created and approved under the same plan (Resolutions PC 999-12, 999-13; Amended CC 2000-08 and PC 2008-08), it appears that previous building permits for the single-family site condominiums were issued under the assumption that they were part of the Villages at Franklin Farms Condominium Association, an active condominium association. Since then, additional letters/emails from, and meetings held with you and property owners, clearly demonstrate that a separate condominium association was created for the single-family homes but was only active for the first three years. There are still components of the single-family site condominiums that remain under common ownership. The inactive status of the condominium association constitutes a violation of the master deed which is filed in conjunction with approval for both the multi-family and single-family site condominiums. Under the Master Deed and Bylaws, the condominium association has the affirmative obligation to administer, manage, and maintain the condominium and associated common elements.

2- Lack of adequate drainage utilities with no designee responsible for maintenance – The lack of an active condominium association has resulted in a failure of the condominium association to properly maintain the existing drainage facility held in common ownership by the condominium association – see 1 above. Our records indicate that the association is responsible for the detention pond at Lavonne and Franklin Farms Drive as well as the 25' drainage easement along the rear of the lots fronting on Franklin Farms Drive. This includes proper maintenance and mowing of the strip of land surrounding the corner lot, dredging of the detention pond, and keeping the drainage easement free of obstructions. The condominium association should be monitoring the drainage easement to ensure it is clear of any obstructions including, landscaping, fences and accessory structures that may impact the flow of the water through the easement.

We appreciate that you are reaching out to the Ingham County Drain Commission (ICDC). If they accept responsibility for the drainage system (detention pond and easement) we would anticipate a copy of the deed transferring the land be sent to our office. We would expect the ICDC to make a determination as to the condition of the facility, any maintenance required and verify that it has sufficient capacity for accommodating the new development. Please include this documentation with future building permit applications.

3- Lack of adequate emergency egress - We appreciate your clarification regarding the extension of Franklin Farms Drive and the deeds supplied in your letter dated May 31, 2019.

The 2000-08 amendment does remove the requirement that the developer build a road extension through to Kipp Rd. However, this does not obligate the city to issue building permits if homes are not served by the infrastructure required to protect the safety and welfare of our residents.

Under Section 94-176(e)(5) Standards for residential uses:

No more than 25 dwellings shall be served by a single access point except upon finding that a second alternative and reasonable means of emergency vehicle access is available.

Site plan approvals protect lots from changes in zoning for up to one year. Once a site plan has expired, any undeveloped lots are subject to changes in zoning. Grandfathered status is limited to the provisions mentioned in Chapter 94 Article X of the City's Zoning Ordinance.

The 2000-08 amendment to the Special Use Permit added the requirement that the developer deed the necessary right-of-way and final grade to City specification for the public road designated as Franklin Farms Drive from the southeasterly right-of-way of Lavonne Street to the south property line as shown on the approved Final Site Plan. The amendment states that the City should complete the extension once the site is fully developed to its permitted density. The intent for granting the deeds to the City was to provide us with the ability to develop the Franklin Farms Drive extension to Kipp Rd as required in the Special Use Permit.

The city began the process for extending the road in 2009. Our records indicate that on April 19, 2011 you were party to an appeal to the City's permit from the Department of Environmental Quality (File no. 09-33-0016-P) that prevented the project from moving forward.

In the past two years, South Street at the bridge over US-127 has been closed partially or fully three times. There are nearly 260 households, 210 of which were constructed as part of the Franklin Farms development, that rely on a single access point at Northbrook Street and South Street for travel and services. This experience for residents, school transportation providers, waste/recycling providers, mail and shipping services, and emergency responders has raised the visibility and sense of urgency for addressing the need to provide a second means of emergency access to those homes. The Franklin Farms Drive extension must be constructed in the near future.

Please be advised that the City intends to exercise its rights by deed to extend the road and utilities south to Kipp Rd within the next ten years. The project has been listed in the 2019-2025 Capital Improvement Program (CIP). Details can be found on page 21 of the City's CIP, available on the City's website here (start at homepage, click 'How Do I', click 'Capital Improvement Program' - [https://www.mason.mi.us/2019%20CIP ALL-APPROVED-ACCEPTED March%2018-2019%20w%20Resolution%20for%20Website.pdf](https://www.mason.mi.us/2019%20CIP%20ALL-APPROVED-ACCEPTED%20March%2018-2019%20w%20Resolution%20for%20Website.pdf)

We would like to confirm that you understand our intent to extend Franklin Farms Drive utilizing our deeded rights over the property as required by the 2000-08 amendment, and that you agree you will not oppose the project. We would also like to address any concerns you have that relate to the April 19, 2011 filing to prevent future delays for the road project.

You paid building permit fees of \$2,320 which we will be refunding to you. Once the issues regarding the status of the condominium association, a plan for ownership and maintenance of the drainage utility have been addressed, along with your acknowledgement and consent regarding the plan to extend Franklin Farms Drive, we will be happy to consider applications for building permits for future development on Franklin Farms Drive.

Sincerely,



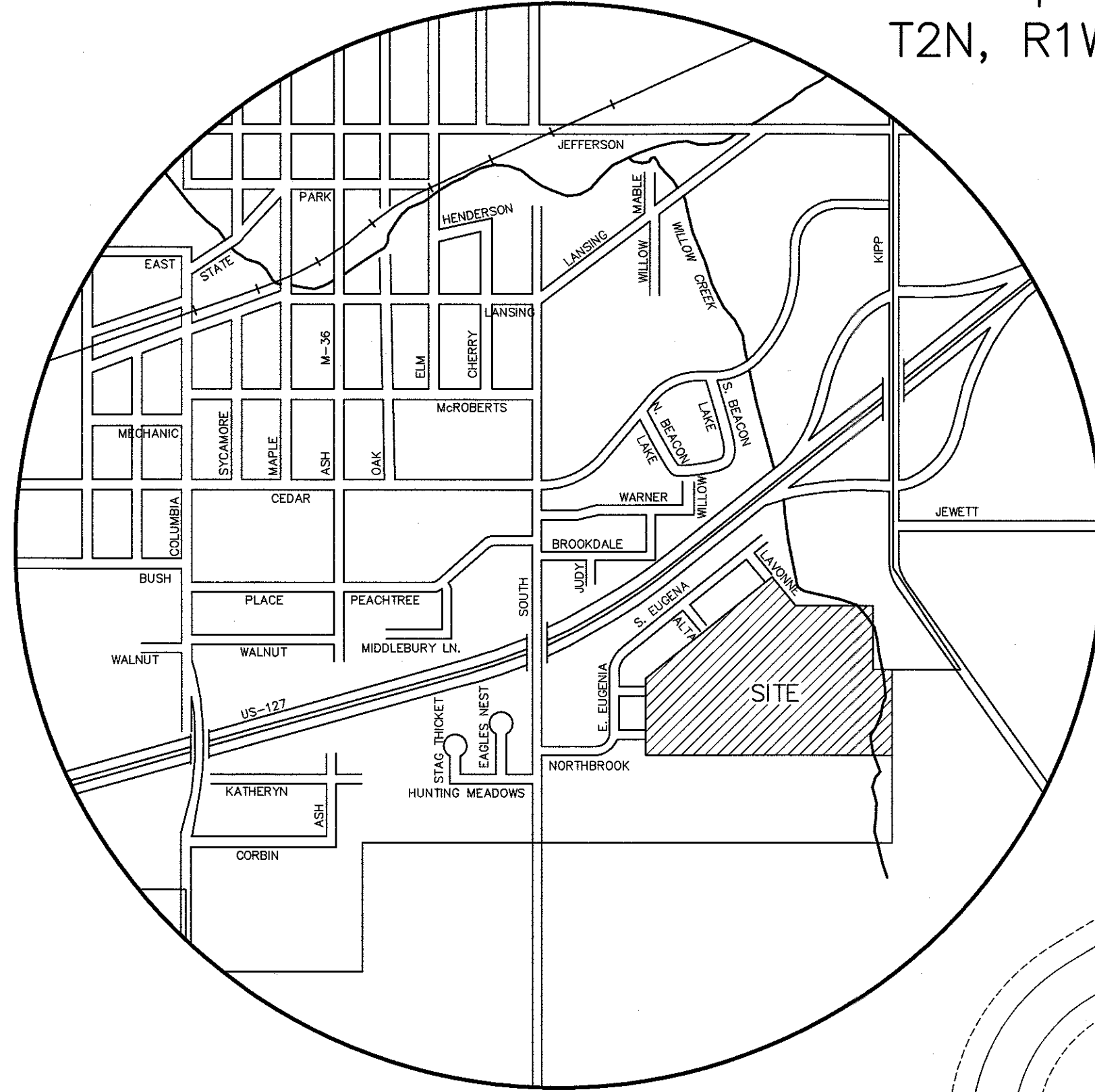
Elizabeth A. Hude, AICP
Community Development Director

CC: Deborah Stuart, City Manager; Tom Hitch, Esq. City Attorney; Don Heck, PE, Wolverine Engineering; John Heckaman, Building Official

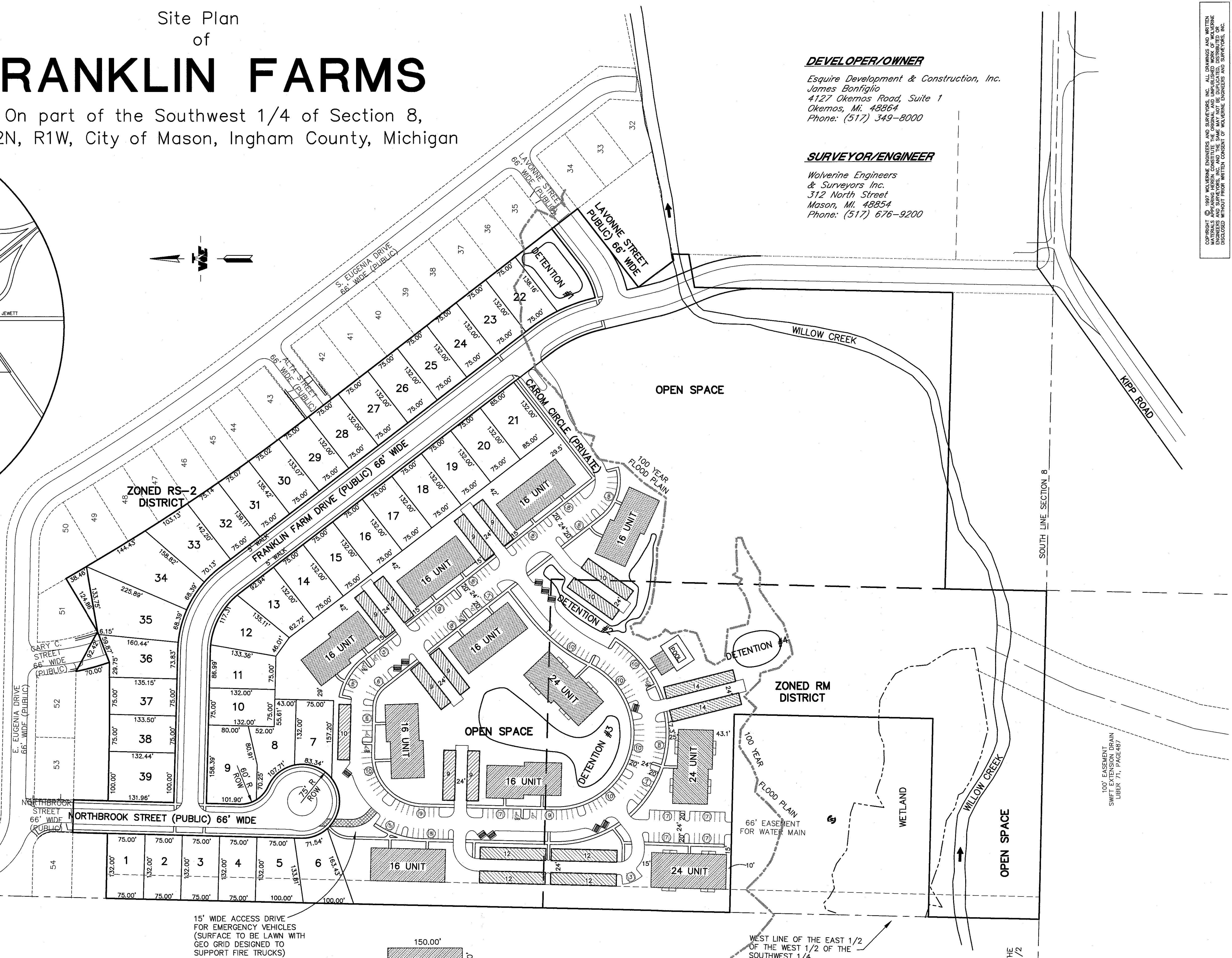
Exhibit A
Resolutions, Amendments, Approved
Condominium Plan 'Alternate C'

Site Plan
of
FRANKLIN FARMS

On part of the Southwest 1/4 of Section 8,
T2N, R1W, City of Mason, Ingham County, Michigan



VICINITY MAP
NO SCALE



OPEN SPACE:
SINGLE FAMILY UNITS *
TOTAL AREA = 614,773 S.F.
IMPERVIOUS AREA = 236,481 S.F.
PERVIOUS AREA = 378,292 S.F.
OPEN SPACE (378,292/614,773) = 62%

* ASSUMED 2,000 S.F. DWELLING
WITH 20' x 40' DRIVEWAY

MULTIPLE FAMILY UNITS
TOTAL AREA = 1,333,084 S.F.
IMPERVIOUS AREA = 253,070 S.F.
PERVIOUS AREA = 1,080,014 S.F.
OPEN SPACE (1,080,014/1,333,084) = 81%

UNIT DENSITY:
ZONE RS-2 (SINGLE FAMILY RESIDENTIAL DISTRICT)
TOTAL AREA = 1,445,711 sf.
MINIMUM UNIT SIZE = 9,600 sf.
(1,445,711/9,600 = 150 UNITS ALLOWED)

ZONE RM (MULTIPLE FAMILY RESIDENTIAL DISTRICT)
TOTAL AREA = 602,147 sf.
ALLOWED = 15 UNITS PER GROSS ACRE
(11.5*15 = 172 UNITS ALLOWED)

PARKING SCHEDULE:
16 UNIT BUILDING = 2 SPACES / UNIT = 32 SPACES
8 BUILDINGS = 256 SPACES REQUIRED
(*258 SPACES PROVIDED, INCLUDES 114 GARAGES)

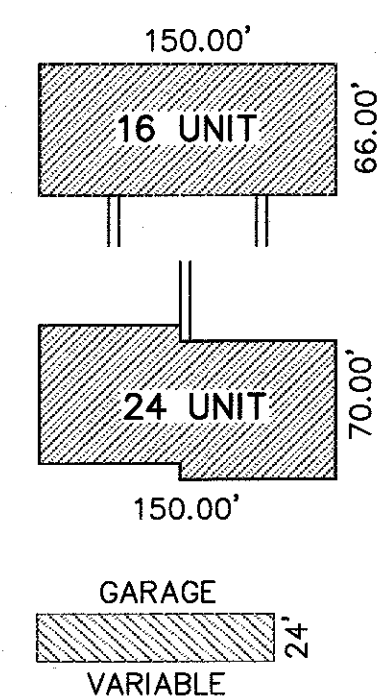
24 UNIT BUILDING = 2 SPACES / UNIT = 48 SPACES
3 BUILDINGS = 144 SPACES REQUIRED
(145 SPACES PROVIDED, INCLUDES 64 GARAGES)

POOL BUILDING = 1 SPACE / 200 sq. ft.
1200 sq. ft. / 200 sq. ft. = 6 SPACES REQUIRED

HANDICAPPED ACCESSIBLE UNITS = 2 SPACES / UNIT
2% OF TOTAL UNITS = 4 UNITS = 8 SPACES REQUIRED
(*4 CAR SPACES, 5 VAN SPACES PROVIDED)

406 PARKING SPACES REQUIRED
409 SPACES PROVIDED INCLUDING 178 GARAGES

10' x 20' PARKING SPACE (TYPICAL).
GARAGE SPACE TO BE USED FOR PARKING
24' WIDE LANES (TYPICAL)



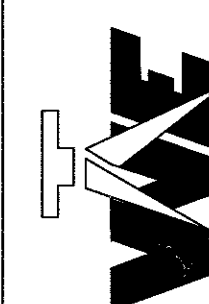
LEGAL DESCRIPTION:
Beginning at a point 662.00 feet East and 770.00 feet S01 deg 26'05"W of the W1/4 corner of section 8, T2N, R1W, said point being 70.00 feet S01 deg 26'05"W of the SW corner of Lot 54 of Northbrook Farms Subdivision, City of Mason, Ingham County, Michigan; thence S88 deg 53'55"E 132.00 feet; thence N01 deg 26'05"E 70.00 feet to the SE corner of Lot 54 of Northbrook Farms; thence S88 deg 53'55"E 66.00 feet to the SE corner of Lot 53 of Northbrook Farms; thence S01 deg 26'05"W 70.00 feet; thence S88 deg 53'55"E 145.00 feet; thence Easterly 134.78 feet to a point 70.00 feet Southeast of the SE corner of Lot 52 of Northbrook Farms; thence Northwesterly 70.00 feet to the SE corner of Lot 52 of Northbrook Farms; thence S61 deg 20'55"E 91.18 feet to the SW corner of Lot 51 of Northbrook Farms; thence N59 deg 12'05"E 124.86 feet to the SE corner of Lot 51 of Northbrook Farms; thence S30 deg 47'55"E 73.00 feet; thence Southeasterly 506.70 feet on a curve to the left having a radius of 4224.83 feet along the West line of Lots 43-49 of Northbrook Farms; thence S37 deg 40'13"E 692.00 feet along the west line of Lots 35-42 to the most Westerly corner of Lot 34 of Northbrook Farms; thence S52 deg 19'47"W 200.00 feet on an extension of the South line of Lavonne Street; thence S37 deg 40'13"E 89.00 feet; thence N78 deg 52'51"E 14.4 feet; thence South 33.00 feet; thence Southwesterly 67.00 feet along the South bank of the Willow Creek; thence South 470.8 feet on a line 66.00 feet West of and parallel to the East line of the W1/2 of the E1/2 of the SW1/4 of Section 8, T2N, R1W; thence West 631.8 feet on a line 203.55 feet North of and parallel to the South line of Section 8; thence South 203.55 feet to the South line of Section 8; thence West along the South line 662.00 feet to the West line of the E1/2 of the W1/2 of the SW1/4 of Section 8; thence North along said line 222.0 feet; thence S88 deg 53'55"E 400.0 feet; thence North 400.0 feet; thence N88 deg 33'55"W 400.0 feet to the West line of the E1/2 of the W1/2 of the SW1/4 of section 8; thence North along said line 1254.4 feet to the point of beginning.

DEVELOPER/OWNER
Esquire Development & Construction, Inc.
James Bonfiglio
4127 Okemos Road, Suite 1
Okemos, Mi. 48864
Phone: (517) 349-8000

SURVEYOR/ENGINEER
Wolverine Engineers
& Surveyors Inc.
312 North Street
Mason, MI. 48854
Phone: (517) 676-9200

REVISION	DATE	DESCRIPTION
1	3/31/99	REVISE SITE LAYOUT AND BUILDING DENSITY
2	5/7/99	ADD NUMBER OF PARKING SPACES
3	6/21/99	REVISE SITE LAYOUT AND BUILDING DENSITY
4	7/22/99	ADD LAVONNE STREET PER CITY OF MASON
5	6/11/99	MISC. REVISIONS PER CITY OF MASON. REVIEW COMMENTS
6	12/20/99	REVISED CUL-DE-SAC ON NORTHBROOK

**WOLVERINE
ENGINEERS AND SURVEYORS, INC.**
312 NORTH STREET
MASON, MICHIGAN 48854 PHONE : 517-676-9200



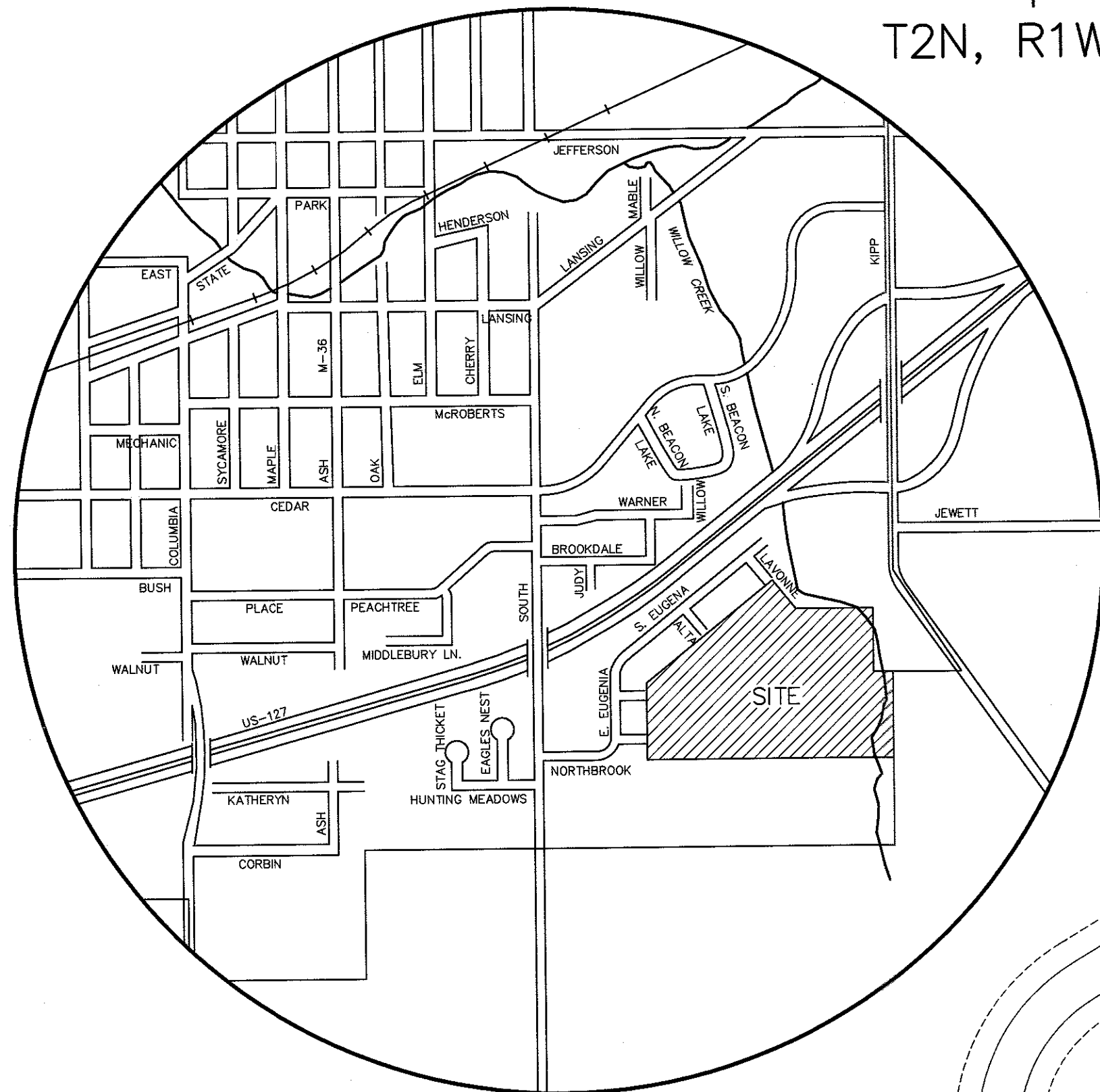
FRANKLIN FARMS - COMMUNITY UNIT PLAN
DIMENSION PLAN

PROJECT	FRANKLIN FARMS - COMMUNITY UNIT PLAN
APPROVED	
CHECKED	
DRAWN	JMS/BEL
JOB NO.	980051
FILE NO.	9851P05R.DWG
DATE	06/15/98
SCALE	1" = 100'
SHEET NO.	1 of 14

ALTERNATE C

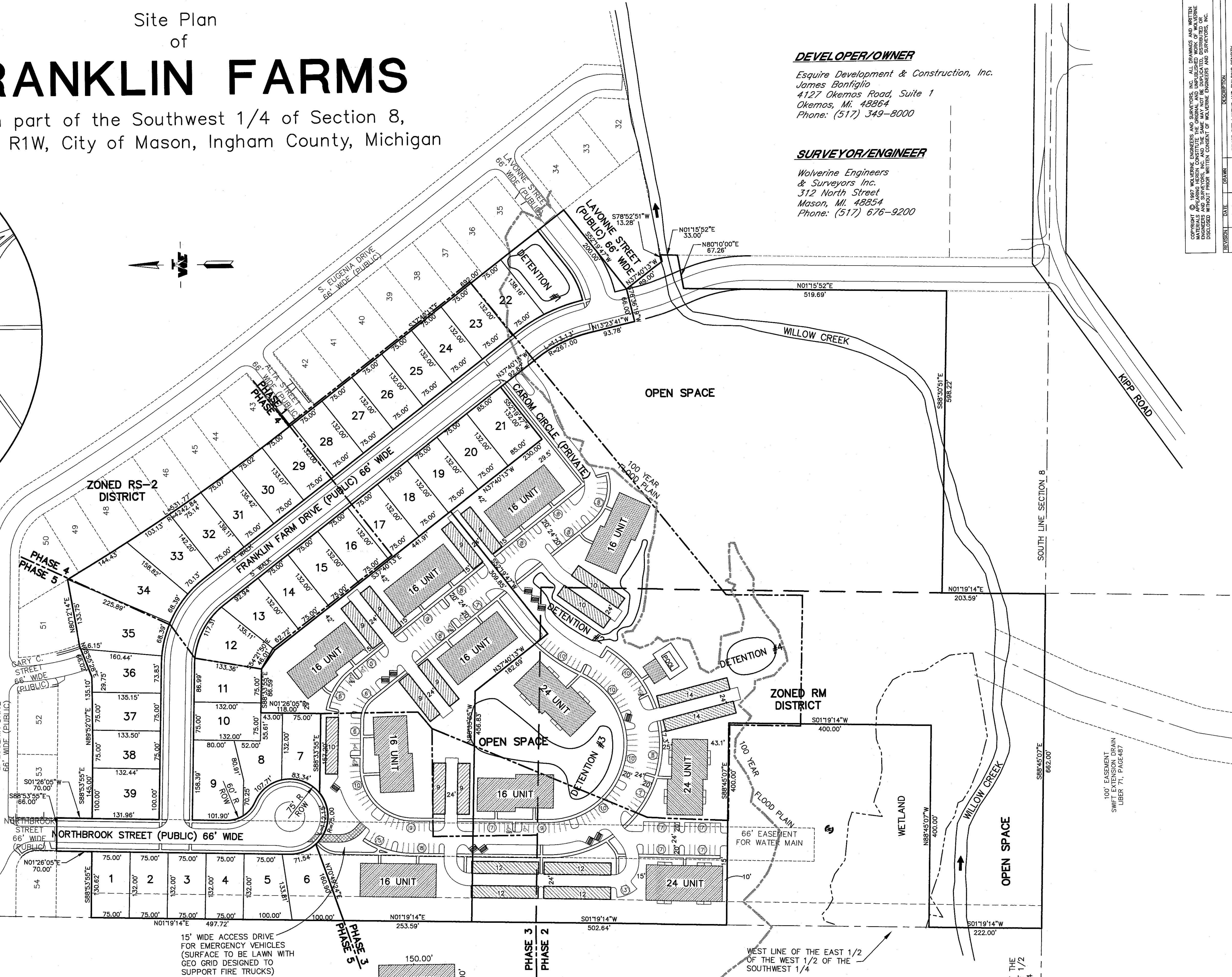
Site Plan of FRANKLIN FARMS

On part of the Southwest 1/4 of Section 8,
T2N, R1W, City of Mason, Ingham County, Michigan



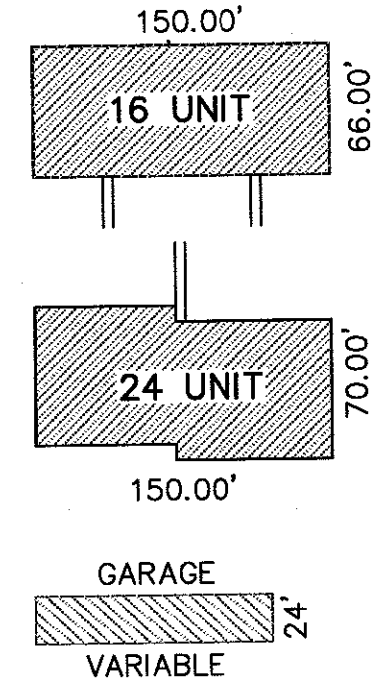
VICINITY MAP
NO SCALE

NORTHBROOK FARMS SUBDIVISION
LIBER 23 OF PLATS, PAGE 20



PARKING SCHEDULE:

16 UNIT BUILDING = 2 SPACES / UNIT = 32 SPACES
8 BUILDINGS = 256 SPACES REQUIRED
(*256 SPACES PROVIDED, INCLUDES 114 GARAGES)
24 UNIT BUILDING = 2 SPACES / UNIT = 48 SPACES
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POOL BUILDING = 1 SPACE / 200 sq. ft.
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HANDICAPPED ACCESSIBLE UNITS = 2 SPACES / UNIT
2% OF TOTAL UNITS = 4 UNITS = 8 SPACES REQUIRED
(14 CAR SPACES, 5 VAN SPACES PROVIDED)
408 PARKING SPACES REQUIRED
408 SPACES PROVIDED INCLUDING 178 GARAGES
10' x 20' PARKING SPACE (TYPICAL)
GARAGE SPACE TO BE USED FOR PARKING
24' WIDE LANES (TYPICAL)



LEGAL DESCRIPTION:

Beginning at a point 662.00 feet East and 770.00 feet S01 deg 26'05"W of the W1/4 corner of section 8, T2N, R1W, said point being 70.00 feet S01 deg 26'05"W of the SW corner of Lot 54 of Northbrook Farms Subdivision, City of Mason, Ingham County, Michigan, thence S88 deg 53'55"E 132.00 feet; thence N01 deg 26'05"E 70.00 feet to the SE corner of Lot 54 of Northbrook Farms; thence S88 deg 53'55"E 145.00 feet; thence E88 deg 53'55"E 145.00 feet to the SE corner of Lot 52 of Northbrook Farms; thence S81 deg 20'55"E 91.18 feet to the SW corner of Lot 51 of Northbrook Farms; thence N59 deg 12'05"E 124.86 feet to the SE corner of Lot 34 of Northbrook Farms; thence S30 deg 47'55"E 73.0 feet; thence Southeast 506.70 feet on a curve to the left having a radius of 4224.83 feet along the West line of Lots 43-49 of Northbrook Farms; thence S37 deg 40'13"E 692.0 feet along the West line of Lots 35-42 to the most Westerly corner of Lot 34 of Northbrook Farms; thence S52 deg 19'47"W 200.0 feet on an extension of the South line of Lavonne Street; thence N78 deg 52'51"E 14.4 feet; thence South 33.0 feet; thence Southwesterly 67.0 feet along the South bank of the Willow Creek; thence South 470.8 feet on a line 66.0 West of and parallel to the East line of the W1/2 of the E1/2 of the SW1/4 of Section 8, T2N, R1W; thence West 631.8 feet on a line 203.55 feet North of and parallel to the South line of Section 8; thence South 203.55 feet to the South line of Section 8; thence West along the South line 662.0 feet to the West line of the E1/2 of the W1/2 of the SW1/4 of Section 8; thence North along said line 222.0 feet; thence S88 deg 33'55"E 400.0 feet; thence North 400.0 feet; thence N88 deg 33'55"E 400.0 feet to the West line of the E1/2 of the W1/2 of the SW1/4 of section 8; thence North along said line 1254.4 feet to the point of beginning.

DEVELOPER/OWNER

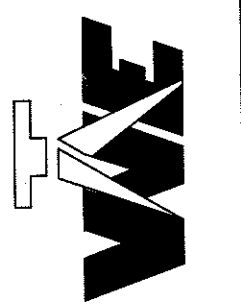
Esquire Development & Construction, Inc.
James Bonfiglio
4127 Okemos Road, Suite 1
Okemos, MI 48864
Phone: (517) 349-8000

SURVEYOR/ENGINEER

Wolverine Engineers
& Surveyors Inc.
312 North Street
Mason, MI 48854
Phone: (517) 676-9200

REVISION	DATE	DESCRIPTION
1	3/21/99	REVISE SITE LAYOUT AND BUILDING DENSITY
2	5/7/99	REVISE SITE LAYOUT AND BUILDING DENSITY
3	6/21/99	REVISE SITE LAYOUT AND BUILDING DENSITY
4	7/22/99	ADD LAVONNE STREET PER CITY OF MASON
5	8/1/99	MISC. REVISIONS PER CITY OF MASON REVIEW COMMENTS
6	12/20/99	REVISED CUL-DE-SAC ON NORTHBROOK
7	9/22/00	ADDED CONDOMINIUM PROPERTY LINE

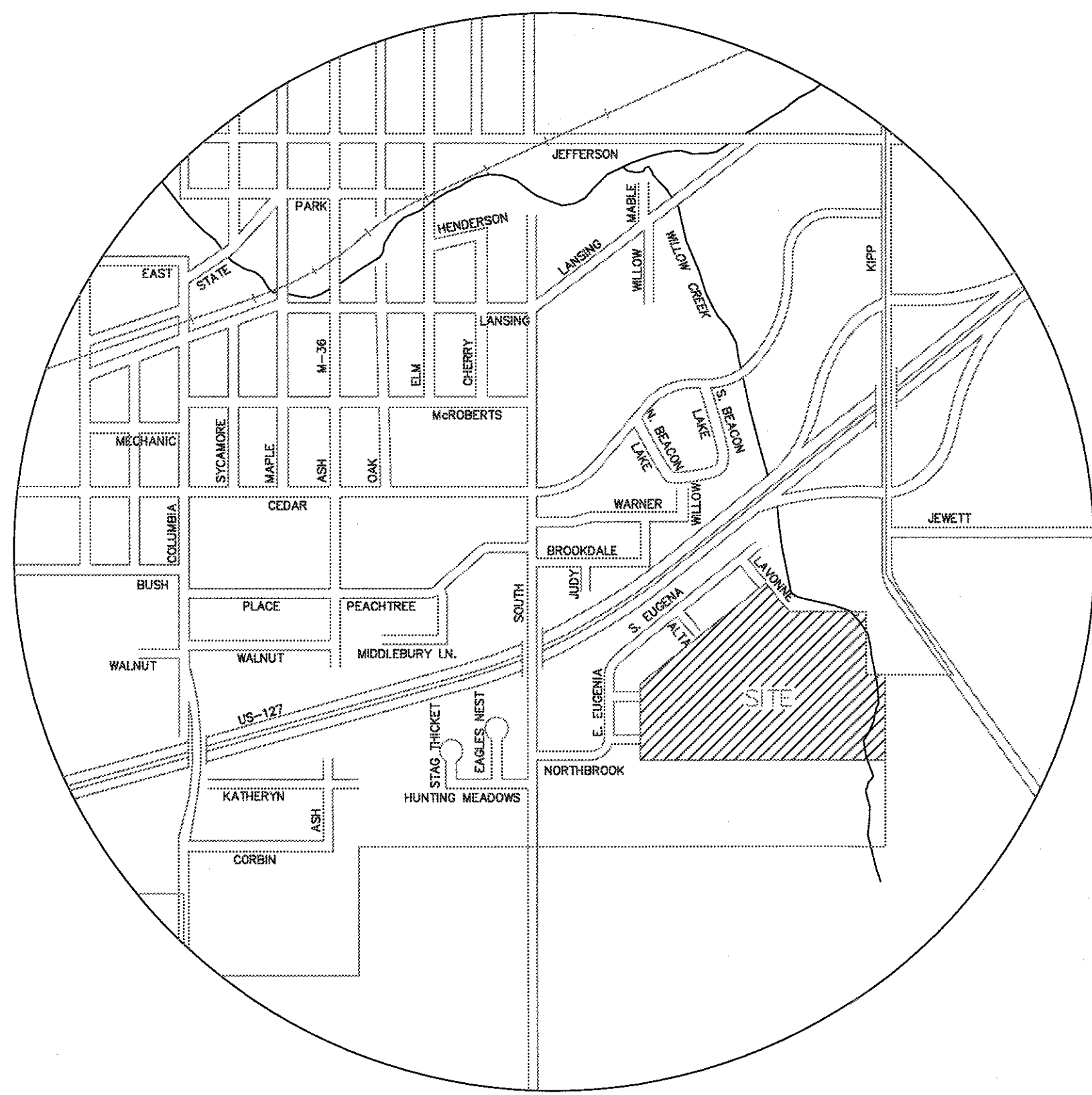
WOLVERINE
ENGINEERS AND SURVEYORS, INC.
312 NORTH STREET
MASON, MICHIGAN 48854 PHONE : 517-676-9200



FRANKLIN FARMS - COMMUNITY UNIT PLAN
DIMENSION PLAN

PROJECT: FRANKLIN FARMS - COMMUNITY UNIT PLAN
APPROVED: JMS/BEL
JOB NO.: 980051
FILE NO.: 98S1P050R.DWG
DATE: 06/15/98
SCALE: 1" = 100'
SHEET NO.: 1 of 14

ALTERNATE C



VICINITY MAP
NO SCALE

SOIL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL CONFORM TO THE MICHIGAN UNIFIED KEYING SYSTEM.

- 6P SEEDING WITH MULCH (PERM. MEASURE)
- 8P SODDING (PERM. MEASURE)
- 13P RIPRAP (PERM. MEASURE)
- 15P PAVING (PERM. MEASURE)
- 16P CONCRETE CURB & GUTTER (PERM. MEASURE)
- 31P ENERGY DISSIPATOR (PERM. MEASURE)
- 35P STORM SEWER SYSTEM (PERM. MEASURE)
- 36P CATCH BASIN (PERM. MEASURE)
- 38T STRAW BALE FILTER (TEMP. MEASURE)
- GEO GEOTEXTILE SILT FENCE (TEMP. MEASURE)

Utility Plan of FRANKLIN FARMS

On part of the Southwest 1/4 of Section 8,
T2N, R1W, City of Mason, Ingham County, Michigan

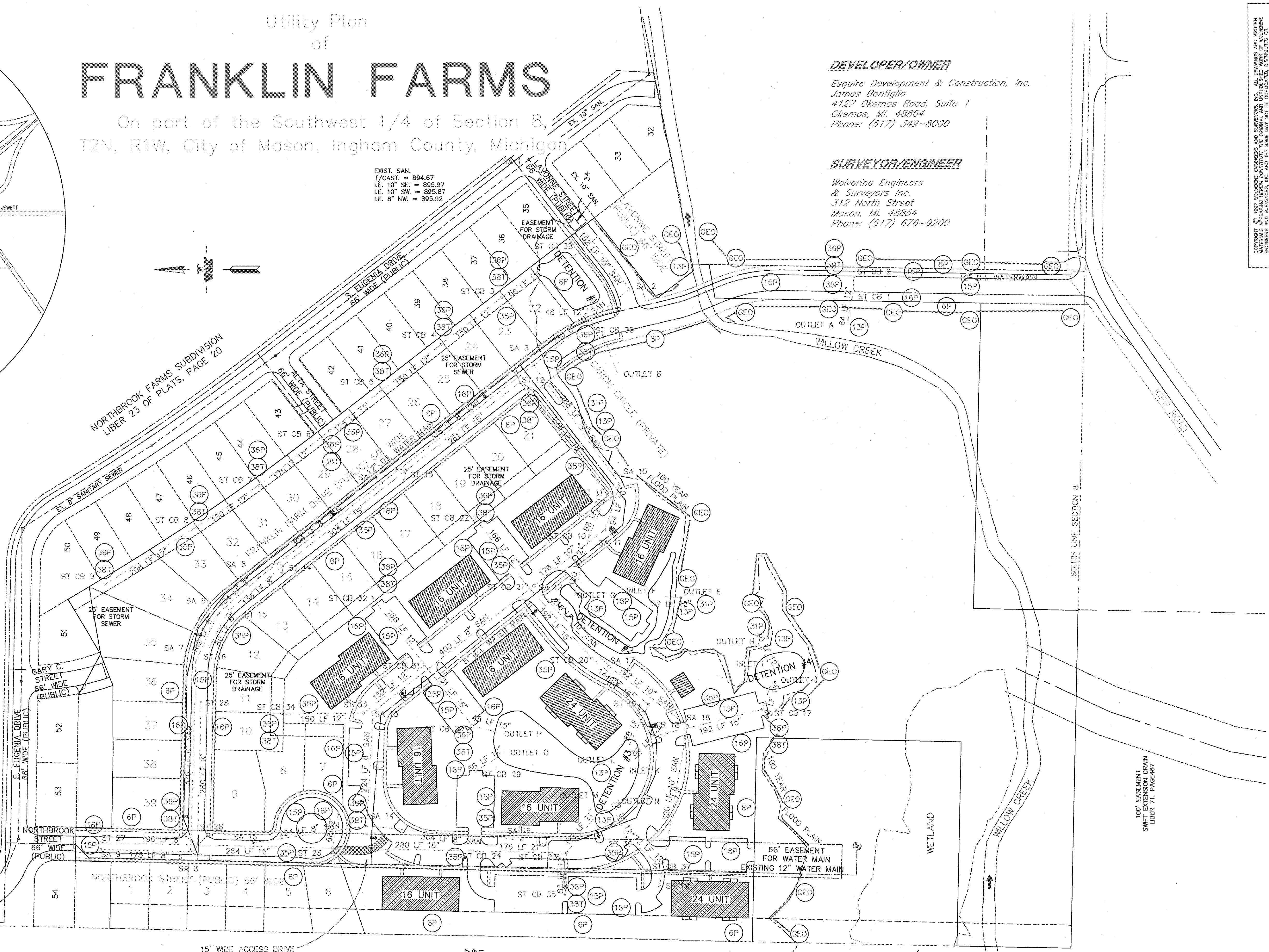
EXIST. SAN.
T/CAST. = 894.67
I.E. 10" SE. = 895.97
I.E. 10" SW. = 895.87
I.E. 8" NW. = 895.92

DEVELOPER/OWNER

Esquire Development & Construction, Inc.
James Bonfiglio
4127 Okemos Road, Suite 1
Okemos, MI 48864
Phone: (517) 349-8000

SURVEYOR/ENGINEER

Wolverine Engineers
& Surveyors Inc.
312 North Street
Mason, MI 48854
Phone: (517) 676-9200

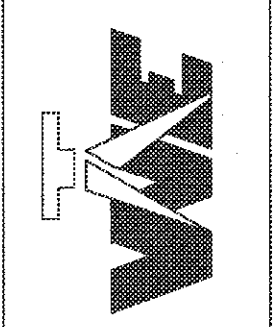


- ### LEGEND
- | EXISTING | PROPOSED |
|--------------------|--------------------|
| --- STORM SEWER | --- STORM SEWER |
| --- SANITARY SEWER | --- SANITARY SEWER |
| --- WATERMAIN | --- WATERMAIN |
| ○ STORM MANHOLE | ● STORM MANHOLE |
| ○ SANITARY MANHOLE | ● SANITARY MANHOLE |
| □ CATCH BASIN | ■ CATCH BASIN |
| ☆ HYDRANT | ☆ HYDRANT |

ALTERNATE C

REVISION	DATE	DESCRIPTION
1	3/21/99	REUSE SITE LAYOUT AND BUILDING DENSITY.
2	6/21/99	REUSE SITE LAYOUT AND BUILDING DENSITY.
3	7/22/99	ADD LAVONNE STREET PER CITY OF MASON
4	6/1/99	MISC. REVISIONS PER CITY OF MASON REVIEW COMMENTS

WOLVERINE
ENGINEERS AND SURVEYORS, INC.
312 NORTH STREET
MASON, MICHIGAN 48854 PHONE : 517-676-9200



PROJECT	FRANKLIN FARMS - COMMUNITY UNIT PLAN
SHEET TITLE	UTILITY & SOIL EROSION PLAN
APPROVED	
CHECKED	
DRAWN	JMS
JOB NO.	980051
FILE NO.	98SIUPR.DWG
DATE	06/15/98
SCALE	1" = 100'
SHEET NO.	2 of 14

Grading Plan
of
FRANKLIN FARMS

On part of the Southwest 1/4 of Section 8,
T2N, R1W, City of Mason, Ingham County, Michigan

DEVELOPER/OWNER

Esquire Development & Construction, Inc.
James Bonfiglio
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Phone: (517) 349-8000

SURVEYOR/ENGINEER

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312 North Street
Mason, MI 48854
Phone: (517) 676-6200

INGHAM COUNTY DRAIN COMMISSION NOTES:

THERE SHALL BE A 3:1 COMPENSATING CUT FOR ANY FILL WITHIN THE FLOOD PLAIN.

SPECIAL ATTENTION WILL BE REQUIRED TO ENSURE POSITIVE DRAINAGE WHEN GRADING ALONG THE REAR LOT LINES OF THE EXISTING SUBDIVISION.

REAR YARD DRAINAGE SHALL NOT EXCEED TWO LOTS IN AN OPEN DITCH.

THE CONSTRUCTION PLANS WILL INCLUDE A MASTER GRADING PLAN THAT SHALL BE ADHERED TO FOR THE EARTHWORK PORTION OF THE PROJECT.

THE LOWEST OPENING OF A HOUSE OR OTHER STRUCTURES MUST BE A MINIMUM OF ONE FOOT ABOVE THE ONE HUNDRED YEAR FLOOD PLAIN ELEVATION.

THE PROPOSED STREAM CROSSING SHALL BE SUBJECT TO MDEQ AND INGHAM COUNTY DRAIN COMMISSION APPROVAL.

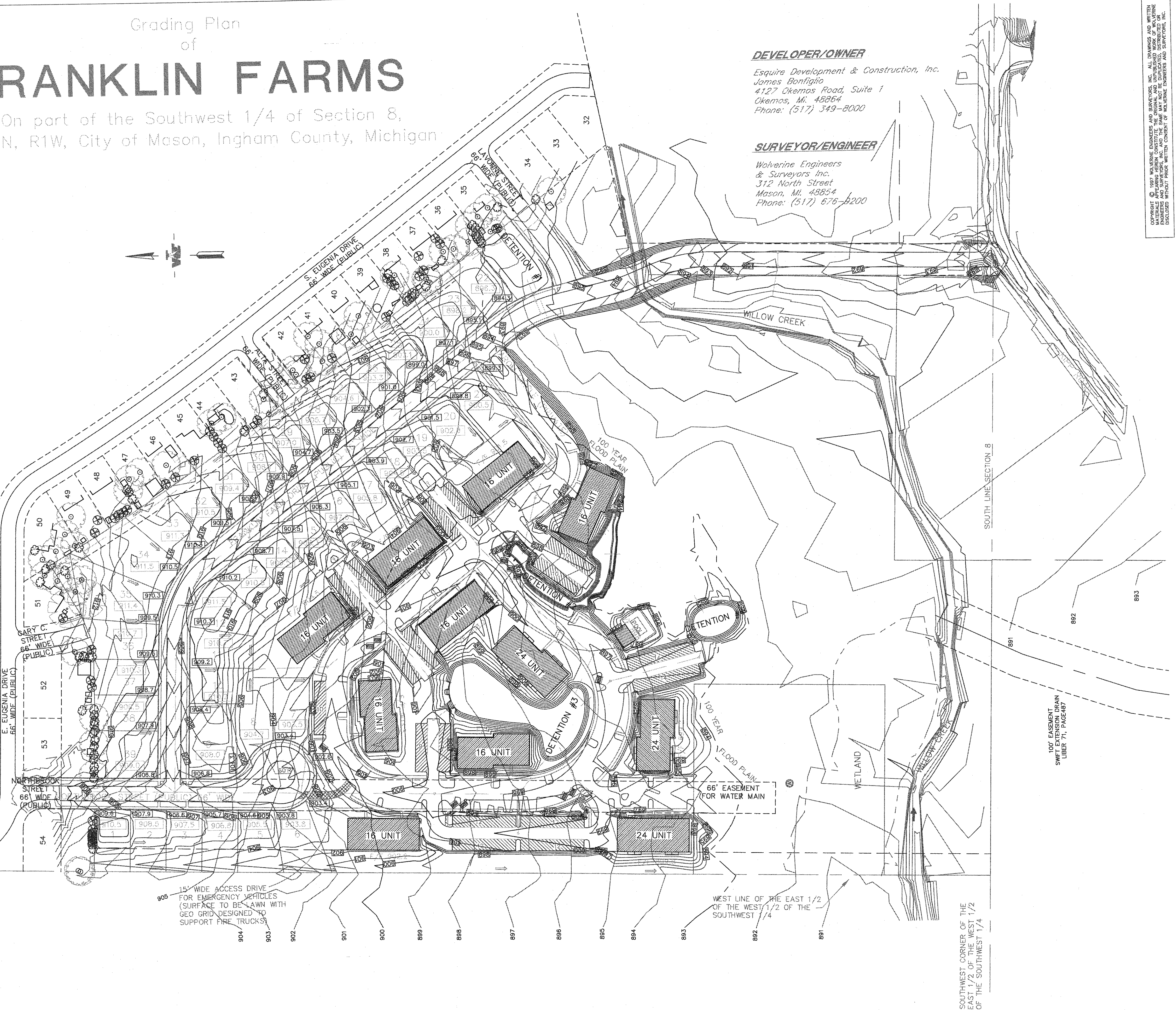
NOTE:

GARAGE FLOOR ELEVATIONS ARE SHOWN AT AN APPROXIMATE LOCATION. FINAL LOCATION TO BE DETERMINED BY THE DEVELOPER AND HOME BUILDER. TOP OF FOUNDATION WALL SHALL BE 16 INCHES ABOVE GARAGE FLOOR ELEVATION; TOP OF WALL TO BE 3 FEET ABOVE CURB AT THE CENTER OF THE LOT. WOLVERINE ENGINEERS AND SURVEYORS, INC. SHALL NOT BE RESPONSIBLE FOR ANY PROBLEMS INCURRED BY ANY CHANGES MADE TO THIS GRADING PLAN AS SHOWN. IT SHALL BE THE HOME BUILDERS RESPONSIBILITY TO SUPPLY THE DEVELOPER AND INGHAM COUNTY DRAIN COMMISSIONER WITH A FINAL GRADING PLAN FOR APPROVAL.

LEGEND

- 902.7 Proposed Finished Elevation
901.0 Proposed Finished Garage Floor
→ Proposed Drainage Flow

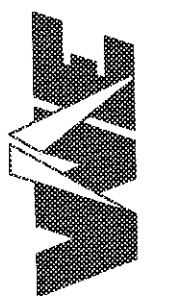
NORTHBROOK FARMS SUBDIVISION
LIBER 23 OF PLATS, PAGE 20



ALTERNATE C

REVISION	DATE	DESCRIPTION
1	3/27/98	REVISE SITE LAYOUT AND BUILDING DENSITY.
2	6/27/98	REVISE SITE LAYOUT AND BUILDING DENSITY.
3	7/22/98	ADD LAYING STREET PER CITY OF MASON.
4	8/7/98	MISC. REVISIONS PER CITY OF MASON REVIEW COMMENTS.

WOLVERINE
ENGINEERS AND SURVEYORS, INC.
312 NORTH STREET
MASON, MICHIGAN 48854 PHONE : 517-676-9200



FRANKLIN FARMS - COMMUNITY UNIT PLAN
GRADING PLAN

PROJECT	APPROVED
CHECKED	
DRAWN	JMS
JOB NO.	980051
FILE NO.	88510PDR.DWG
DATE	06/15/98
SCALE	1" = 100'
SHEET NO.	3 of 14

Landscape Plan of FRANKLIN FARMS

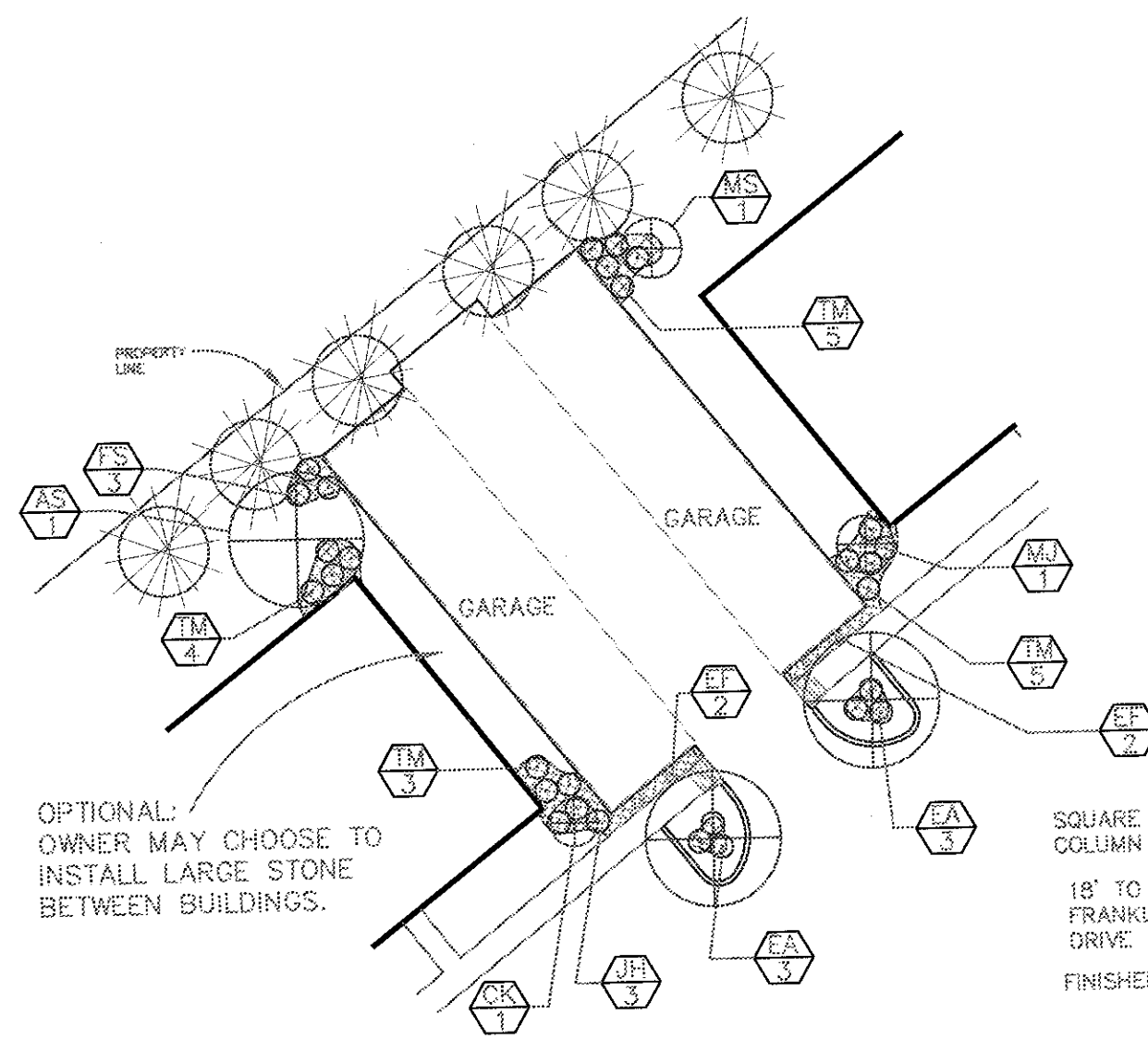
On part of the Southwest 1/4 of Section 8,
T2N, R1W, City of Mason, Ingham County, Michigan

DEVELOPER/OWNER

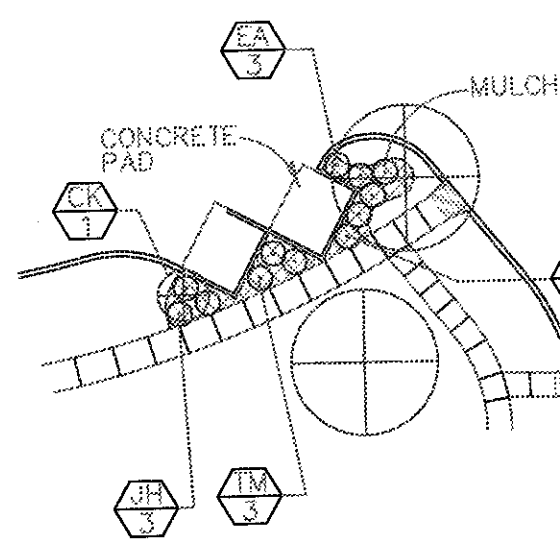
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SURVEYOR/ENGINEER

Wolverine Engineers
& Surveyors Inc.
312 North Street
Mason, MI 48854
Phone: (517) 676-9200



TYPICAL LANDSCAPING AROUND GARAGES
NOTE: PLANT QUANTITY MAY VARY DUE TO THE LOCATION OF GARAGES RELATIVE TO THE APARTMENT BUILDINGS.



TYPICAL LANDSCAPING AT DUMPSTERS
NOTE: PLANT QUANTITY MAY VARY DUE TO THE LOCATION OF DUMPSTERS RELATIVE TO THE APARTMENT BUILDINGS.

LIGHTING SCHEDULE

STRUCTURE	FIXTURE TYPE	CATALOG NO.	MOUNTING CODE
'A'	SINGLE FIXTURE	HPGP-150-120-LL	BLDG. (10')
'B'	SINGLE FIXTURE	HPHR-R2-400-120	POLE (30')
'C'	SINGLE FIXTURE	KAR1 250M R4 277	POLE (30')

NOTE: LIGHTING SHALL BE ACCOMPLISHED IN SUCH A MANNER SUCH THAT NO ILLUMINATION SOURCE IS VISIBLE BEYOND THE PROPERTY LINE OF THE LOT UPON WHICH THE USE IS LOCATED, AND SUCH THAT NO ILLUMINATION SHALL AFFECT THE WELFARE OF THE ADJACENT PROPERTY.

LIGHTS 'A' & 'B' SHALL BE COOPER LIGHTING AND LIGHTS 'C' SHALL BE LITHONIA LIGHTING OR OWNER APPROVED EQUIVALENT.

LIGHTING ALONG THE PUBLIC STREETS SHALL BE DESIGNED BY CONSUMERS ENERGY WITH OWNER APPROVED FIXTURES.

1 FOOT CANDLE CONTOUR AREA (TYP.)

AN EASEMENT WILL BE WRITTEN TO PROVIDE ACCESS TO THE DETENTION AREA FOR MAINTENANCE.

ALL UTILITIES THAT ARE PROPOSED TO BE PUBLIC BUT ARE NOT WITHIN A ROAD RIGHT OF WAY SHALL HAVE EASEMENTS WITH SUFFICIENT WIDTH TO MEET THE REQUIREMENTS OF THE AGENCY THAT WILL BE PERFORMING REQUIRED MAINTENANCE.

NOTE:

- 3/16" x 4" STEEL EDGING, GREEN IN COLOR. INSTALL WITH STEEL STAKES PER MANUFACTURERS SPECIFICATION, RYERSON STEEL.
- INSTALL AROUND PLANT BEDS AT EACH BLDG.
- PROVIDE 2" SHREDDED BARK MULCH (NO BLACK WALNUT). APPLY 1 APPLICATION OF APPROVED HERBICIDE, INSTALL FILTER FABRIC, PLACE MULCH ON FABRIC. HERBICIDE SHALL BE ROUND-UP BRAND, APPLIED BY LANDSCAPE CONTRACTOR PER MANUFACTURER SPECS.
- TREES MAY BE INSTALLED AS BALL & BURLAP, OR TREE SPADED IN.
- ALL AREAS AROUND BUILDINGS IS TO BE SEEDED OR SODDED.
- PROTECT ALL EXIST. VEGETATION WHICH IS TO BE PRESERVED, W/ A 10' MIN. BUFFER DELINEATED BY ORANGE SNOW FENCING.
- INSTALL AT DRIP LINE OF TREES.
- ALL BARRIER FREE PARKING SPACES SHALL HAVE A STANDARD, UPRIGHT SIGN OPPOSITE EACH SPACE.

PLANT SCHEDULE

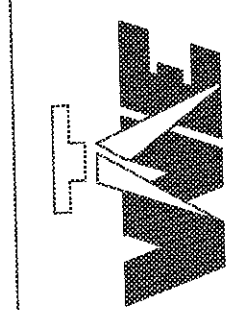
KEY	QUANTITY	PLANT NAME	SIZE	ROOT BALL
AS	9	ACER SACCHARUM - SUGAR MAPLE	2" CAL	B&B
AK	17	CORNUS KOUSA - KOREAN DOGWOOD	8" HT.	B&B
EA	284	EUONYMUS ALATUS 'COMPACTUS' - DWARF BURNING BUSH	18"-24"	CONTAINER
EF	34	EUONYMUS FORTUNEI - WINTERGREENER EUONYMUS	2" CAL	B&B
FP	12	FRAXINUS P. 'MARSHALL SEEDLESS' - MARSHALL SEEDLESS GREEN ASH	18"-24"	CONTAINER
FS	26	FORSYTHIA X.L. 'BEATRIX FARRAND' - BEATRIX FARRAND FORSYTHIA	2" CAL	B&B
GT	41	GLEDTZIA 'L. IMPERIAL' - IMPERIAL HONEY LOCUST	18"-24"	CONTAINER
GI	69	JUNIPERUS HORIZONTALIS 'PLUMOSA' - ANDORRA JUNIPER	2" CAL	B&B
MI	27	MALUS 'RED JEWEL' - RED JEWEL CRABAPPLE	2" CAL	B&B
MS	9	MALUS 'SNOWDRIFT' - SNOWDRIFT CRABAPPLE	6" HT.	B&B
PS	26	PINUS STROBUS - EASTERN WHITE PINE	6" HT.	B&B
PG	37	PICEA GLAUCOA - WHITE SPRUCE	2" CAL	B&B
QP	5	QUERCUS PALAUSTRIS - PIN OAK	18"-24"	CONTAINER
TC	281	TAXUS X M. 'CHADWICK' - CHADWICK YEW	18"-24"	CONTAINER
TM	198	TAXUS X M. 'DENSIFORMIS' - DENSE YEW	18"-24"	CONTAINER
STREET TREES				
AR	43	ACER RUBRUM 'RED SUNSET' - RED SUNSET RED MAPLE	2" CAL.	B&B

NOTE:

INTERMITTENT BRUSH AND GROUPINGS OF DECIDUOUS TREES ACROSS ENTIRE SITE TO BE PRESERVED AS PRACTICAL DURING CONSTRUCTION.

ALTERNATE C

WOLVERINE
ENGINEERS AND SURVEYORS, INC.
312 NORTH STREET
MASON, MICHIGAN 48854 PHONE : 517-676-9200

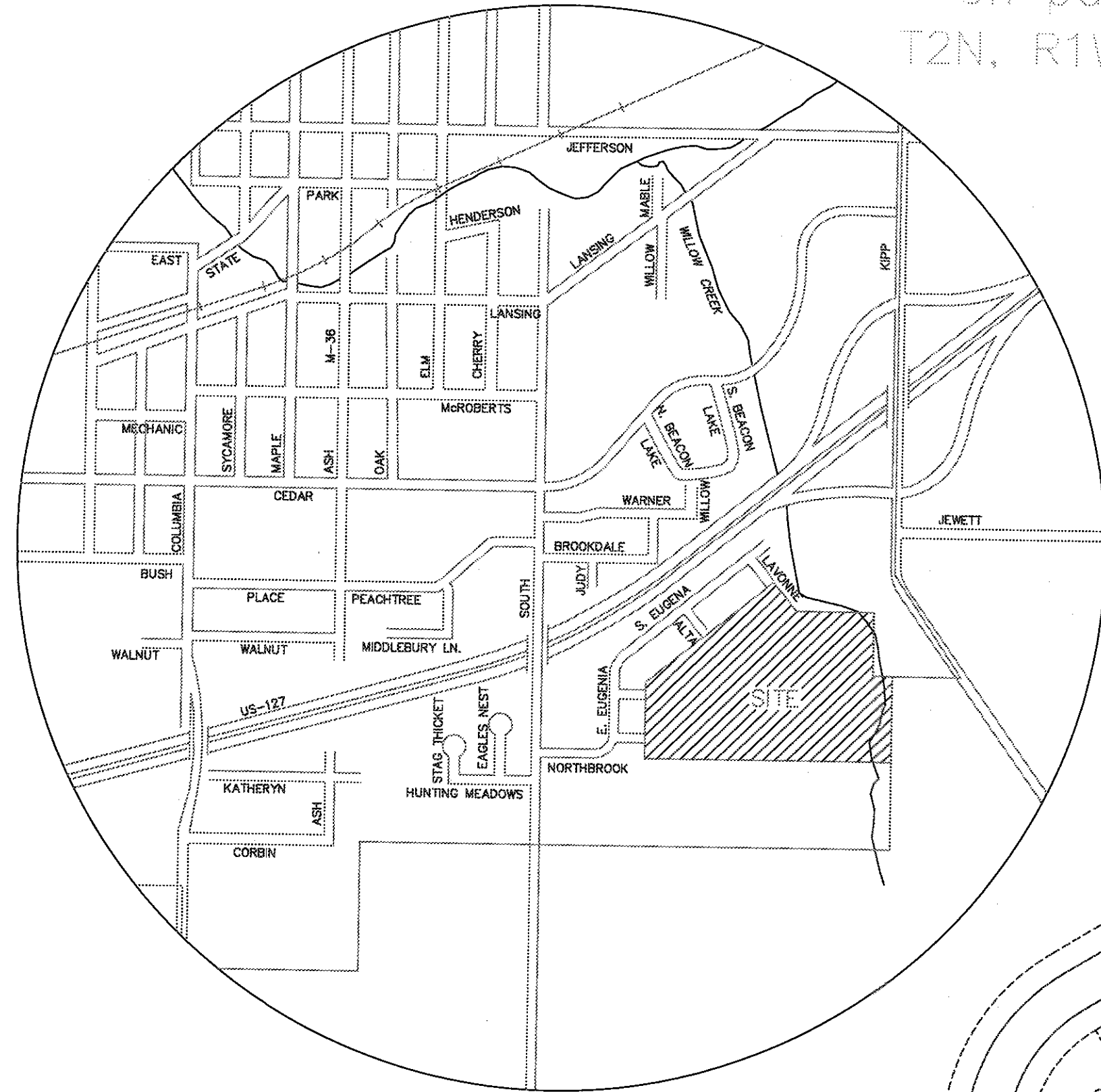


FRANKLIN FARMS - COMMUNITY UNIT PLAN
LANDSCAPE PLAN

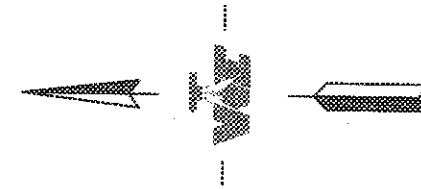
PROJECT
APPROVED
CHECKED
DRAWN
JOB NO.
980051
FILE NO.
06/15/98
DATE
1" = 100'
SCALE
SHEET NO.
4 of 14

Site Plan
of
FRANKLIN FARMS

On part of the Southwest 1/4 of Section 8,
T2N, R1W, City of Mason, Ingham County, Michigan



VICINITY MAP
NO SCALE



DEVELOPER/OWNER

Esquire Development & Construction, Inc.
James Bonfiglio
4127 Okemos Road, Suite 1
Okemos, MI 48864
Phone: (517) 349-8000

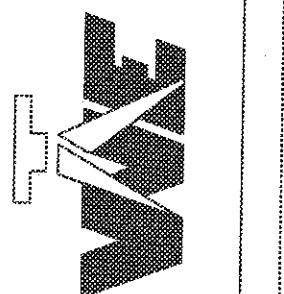
SURVEYOR/ENGINEER

Wolverine Engineers
& Surveyors Inc.
312 North Street
Mason, MI 48854
Phone: (517) 676-9200

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DATE	DESCRIPTION

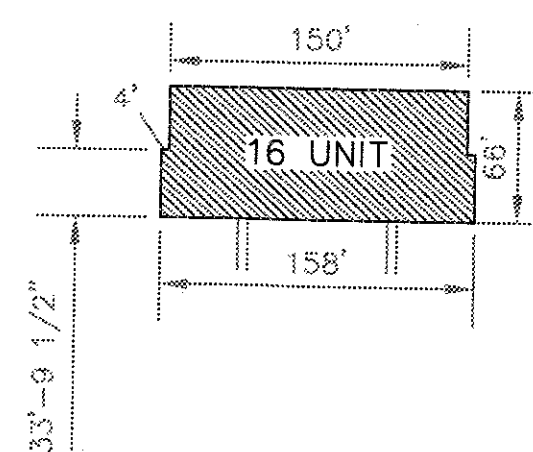
WOLVERINE
ENGINEERS AND SURVEYORS, INC.
312 NORTH STREET
MASON, MICHIGAN 48854 PHONE : 517-676-9200



FRANKLIN FARMS - COMMUNITY UNIT PLAN
SHEET TITLE
FINAL SITE PLAN MARCH 2007

PROJECT	APPROVED	CHECKED	DRAWN	JOB NO.	FILE NO.	DATE	SCALE	SHEET NO.
FRANKLIN FARMS - COMMUNITY UNIT PLAN				980051		MAR 07	1" = 100'	1 of 1

NOTE:
229 OPEN PARKING SPACES INCLUDING HANDICAP
122 GARAGE PARKING SPACES
10 FUTURE PARKING SPACES
361 TOTAL PARKING SPACES



GARAGE
VARIABLE
24'

LEGAL DESCRIPTION:

Beginning at a point 662.00 feet East and 770.00 feet S01 deg 26'05"W of the W1/4 corner of section 8, T2N, R1W, said point being 70.00 feet S01 deg 26'05"W of the SW corner of Lot 54 of Northbrook Farms Subdivision, City of Mason, Ingham County, Michigan, thence S88 deg 53'55"E 132.00 feet; thence N01 deg 26'05"E 70.00 feet to the SE corner of Lot 54 of Northbrook Farms; thence S88 deg 53'55"E 66.00 feet to the SE corner of Lot 53 of Northbrook Farms; thence S01 deg 26'05"W 70.00 feet; thence S88 deg 53'55"E 145.00 feet; thence E81 deg 20'55"E 91.18 feet to the SE corner of Lot 52 of Northbrook Farms; thence N59 deg 12'05"E 124.86 feet to the SE corner of Lot 51 of Northbrook Farms; thence S30 deg 47'55"E 73.00 feet; thence S37 deg 40'13"E 692.00 feet along the west line of Lots 35-42 to the most Westerly corner of Lot 34 of Northbrook Farms; thence S52 deg 19'47"W 200.00 feet on an extension of the South line of Lavonne Street; thence S37 deg 40'13"E 89.00 feet; thence N78 deg 52'51"E 14.4 feet; thence South 33.0 feet; thence Southwesterly 67.0 feet along the South bank of the Willow Creek; thence South 470.8 feet on a line 66.0 West of and parallel to the East line of the W1/2 of the E1/2 of the SW1/4 of Section 8, T2N, R1W, thence West 631.8 feet on a line 203.55 feet North of and parallel to the E1/2 of the W1/2 of the SW1/4 of Section 8; thence North along said line 222.0 feet; thence S88 deg 33'55"E 400.0 feet; thence North 400.0 feet; thence N88 deg 33'55"E 400.0 feet to the West line of the E1/2 of the W1/2 of the SW1/4 of section 8; thence North along said line 1254.4 feet to the point of beginning.

POOL AND CLUBHOUSE IS APPROVED
BY THE CITY OF MASON AND MAY
BE BUILT AT THE DISCRETION OF
THE CONDOMINIUM ASSOCIATION.

WEST LINE OF THE EAST 1/2
OF THE WEST 1/2 OF THE
SOUTHWEST 1/4

SOUTHWEST CORNER OF THE
EAST 1/2 OF THE WEST 1/2
OF THE SOUTHWEST 1/4

100' EASEMENT
SWIFT EXTENSION DRAIN
LIBER 71, PAGE 467

SOUTH LINE SECTION 8

WILLOW CREEK

KIPE ROAD

W. SOUTH STREET

NORTHBROOK STREET
66' WIDE (PUBLIC)

NORTHBROOK STREET
66' WIDE (PUBLIC)

NORTHBROOK STREET (PUBLIC) 66' WIDE

FRANKLIN FARM DRIVE (PUBLIC) 66' WIDE

FRANKLIN FARM DRIVE (PUBLIC) 66' WIDE

FRANKLIN FARM DRIVE (PUBLIC) 66' WIDE

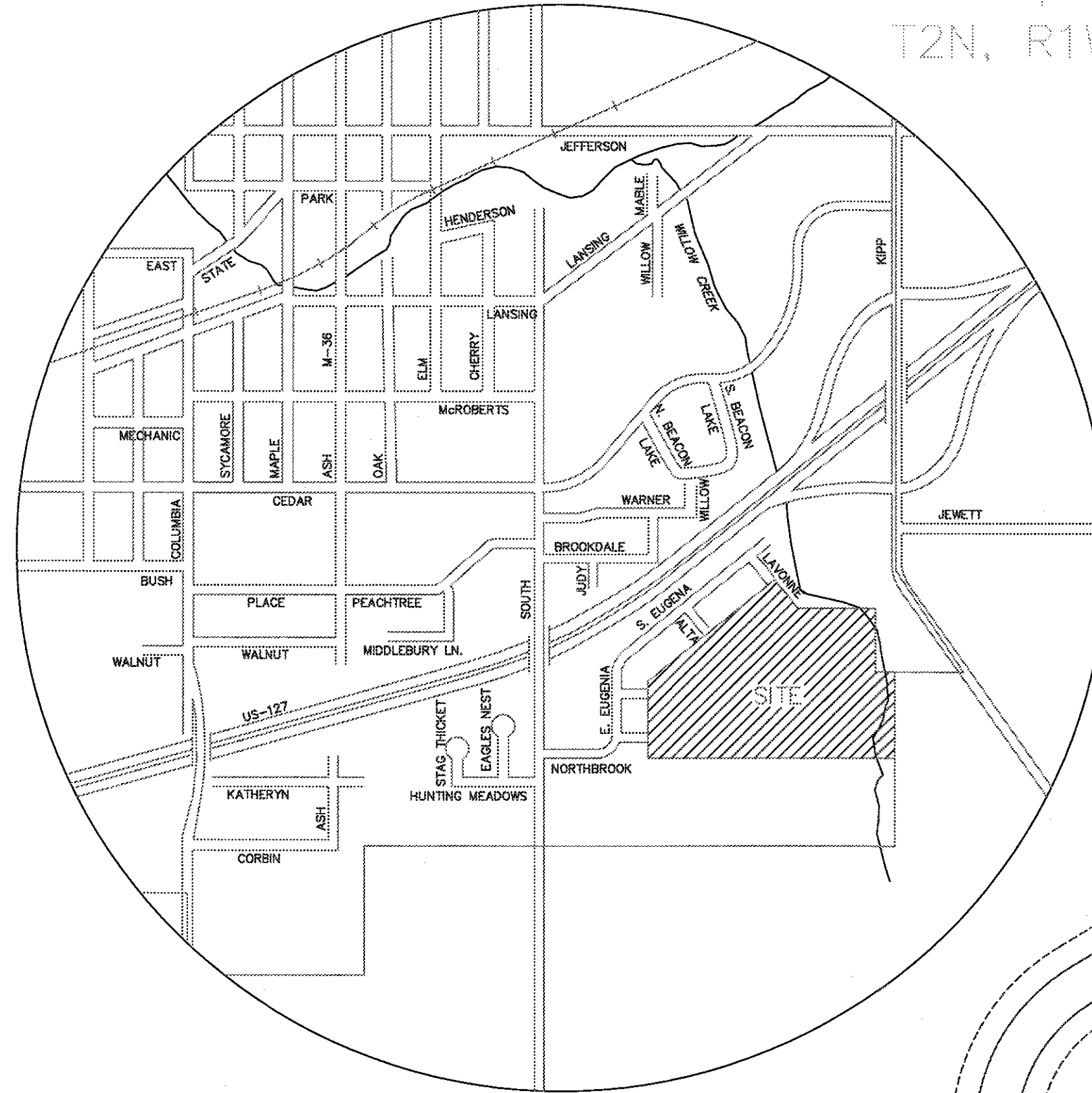
FRANKLIN FARM DRIVE (PUBLIC) 66' WIDE

FRANKLIN FARM DRIVE (PUBLIC) 66' WIDE

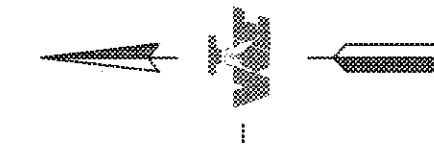
FRANKLIN FARM DRIVE (PUBLIC) 66' WIDE

Site Plan
of
FRANKLIN FARMS

On part of the Southwest 1/4 of Section 8,
T2N, R1W, City of Mason, Ingham County, Michigan



VICINITY MAP
NO SCALE



DEVELOPER/OWNER

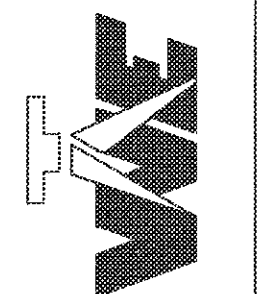
Esquire Development & Construction, Inc.
James Bonfiglio
4127 Okemos Road, Suite 1
Okemos, MI 48864
Phone: (517) 349-8000

SURVEYOR/ENGINEER

Wolverine Engineers
& Surveyors, Inc.
312 North Street
Mason, MI 48854
Phone: (517) 676-9200

REVISION	DATE	DESCRIPTION

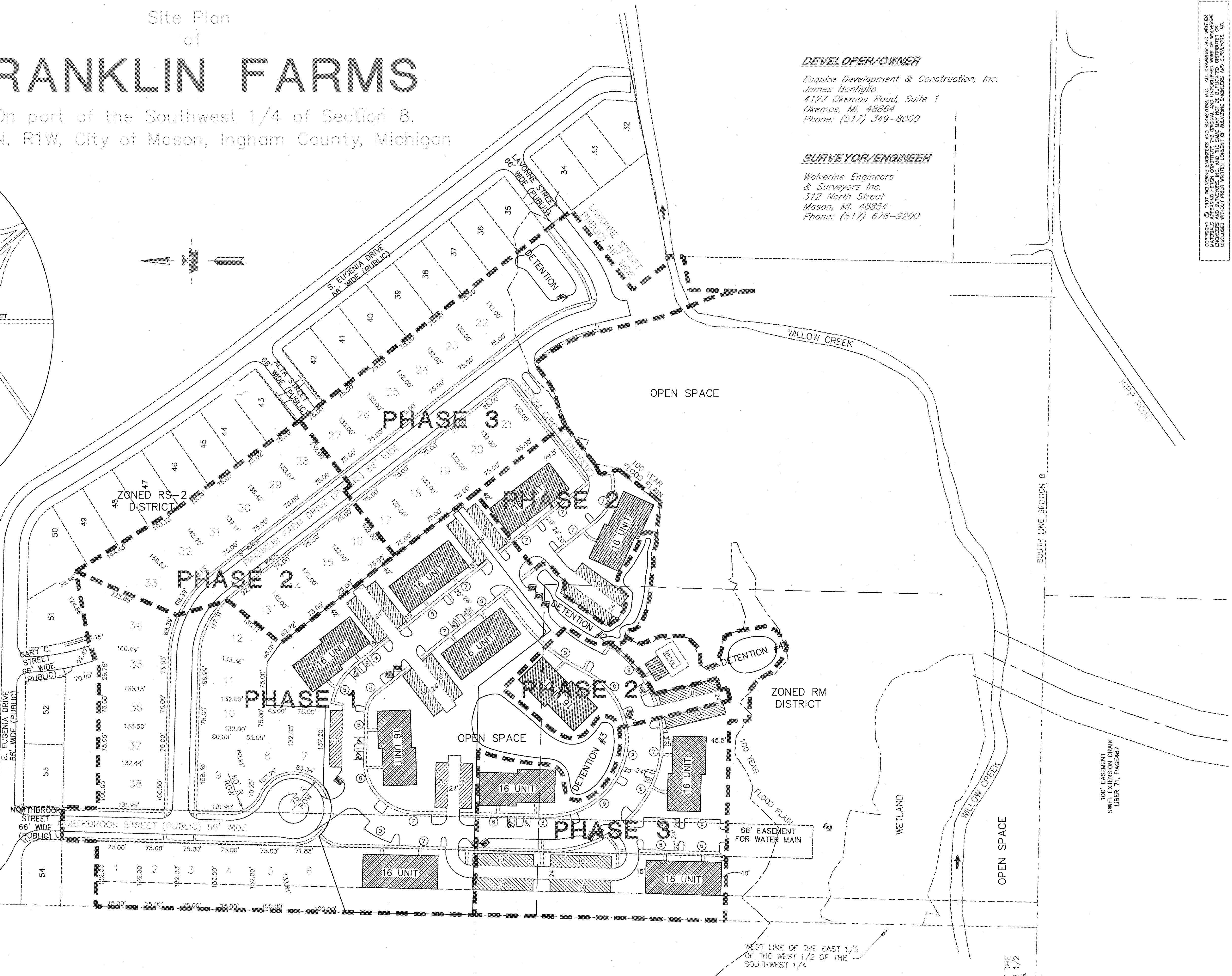
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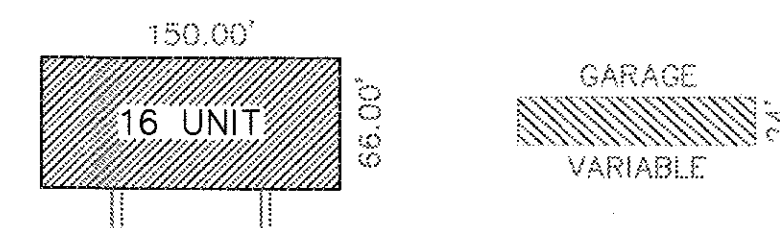
FRANKLIN FARMS - COMMUNITY UNIT PLAN
SHEET TITLE

PROJECT	APPROVED
CHECKED	
DRAWN	
JOB NO.	980051
FILE NO.	DP5R_REV2.DWG
DATE	Jul 00
SCALE	1" = 100'
SHEET NO.	1 of 1

NORTHBROOK FARMS SUBDIVISION
LIBER 23 OF PLATS, PAGE 20



NOTE:
207 OPEN PARKING SPACES INCLUDING HANDICAP
154 GARAGE PARKING SPACES
361 TOTAL PARKING SPACES



LEGAL DESCRIPTION:
Beginning at a point 662.00 feet East and 770.00 feet S01 deg 26'05"W of the W1/4 corner of section 8, T2N, R1W, said point being 70.00 feet S01 deg 26'05"W of the SW corner of Lot 54 of Northbrook Farms Subdivision, City of Mason, Ingham County, Michigan, thence S88 deg 53'55"E 132.00 feet; thence N01 deg 26'05"E 70.0 feet to the SE corner of Lot 54 of Northbrook Farms; thence S88 deg 53'55"E 145.0 feet; thence E81 deg 13'47"E 134.78 feet to a point 70.0 feet Southeast of the SE corner of Lot 52 of Northbrook Farms; thence Northwesterly 70.0 feet to the SE corner of Lot 52 of Northbrook Farms; thence S81 deg 20'55"E 91.18 feet to the SW corner of Lot 51 of Northbrook Farms; thence N59 deg 12'05"E 124.86 feet to the SE corner of Lot 51 of Northbrook Farms; thence S30 deg 47'55"E 73.0 feet; thence Southeastly 506.70 feet on a curve to the left having a radius of 4224.83 feet along the West line of Lots 43-49 of Northbrook Farms; thence S37 deg 40'13"E 692.0 feet along the west line of Lots 35-42 to the most Westerly corner of Lot 34 of Northbrook Farms; thence S52 deg 19'47"W 200.0 feet on an extension of the South line of Lavonne Street; thence S37 deg 40'13"E 89.0 feet; thence N78 deg 52'51"E 14.4 feet; thence South 33.0 feet; thence Southwesterly 67.0 feet along the South bank of the Willow Creek; thence South 470.8 feet on a line 66.0 West of and parallel to the East line of the W1/2 of the E1/2 of the SW1/4 of Section 8, T2N, R1W; thence West 631.8 feet on a line 203.55 feet North of and parallel with the South line of Section 8; thence South 203.55 feet to the South line of Section 8; thence West along the South line 662.0 feet to the West line of the E1/2 of the W1/2 of the SW1/4 of Section 8; thence North along said line 222.0 feet; thence S88 deg 33'55"E 400.0 feet; thence North 400.0 feet; thence N88 deg 33'55"W 400.0 feet to the West line of the E1/2 of the W1/2 of the SW1/4 of section 8; thence North along said line 1254.4 feet to the point of beginning.

Introduced: Pax
Supported: Naeyaert

CITY OF MASON
PLANNING COMMISSION RESOLUTION NO. 999-12
September 21, 1999 - Deferred
October 19, 1999

WHEREAS, the Mason Planning Commission has received the final site plan of the Franklin Farms Community Unit Plan submitted by Esquire Development and Construction, Inc. identified as "Alternate C" and received August 23, 1999; and

WHEREAS, the Planning Commission did review said final site plan of the proposed Community Unit Plan identified as "Alternate C"; and

WHEREAS, the Planning Commission did find that the final plan of the proposed Community Unit Plan identified as "Alternate C" is in substantial conformity with the previously approved preliminary plan of May 18, 1999;

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the Mason Planning Commission does hereby approve the final site plan of the Franklin Farms Community Unit Plan, subject to the following conditions:

- 1. That Franklin Street extension through to Kipp Road be usable before any building permits are issued within this project.**
- 2. The elimination of Lot #22**
- 3. Insure that all permits required by law are obtained**
- 4. That all legal documents are finalized prior to construction permits being issued**

Yes: (8) - Klepinger, Morris, Pax, Genco, Canteberry, Tornholm, Naeyaert, Johnson

No: (0) - None

CLERK'S CERTIFICATION: I hereby certify that the foregoing is a true and accurate copy of a resolution adopted by the Mason Planning Commission at its regular meeting on October 19, 1999, the original of which is part of the Commission's minutes.

Martin A. Colburn, Clerk
City of Mason, Ingham County

Introduced: Johnson
Supported: Morris

CITY OF MASON
PLANNING COMMISSION RESOLUTION NO. 999-13
September 21, 1999 - Deferred
October 19, 1999

WHEREAS, the Mason Planning Commission has received the final site plan of the multi family development under the RM District of the Franklin Farms Community Unit Plan submitted by Esquire Development and Construction, Inc. identified as "Alternate C" and dated August 23, 1999.

WHEREAS, a public hearing was held on September 21, 1999 to review the multi family development under the RM District in accordance with Ordinance 81-44; and public comment was received;

NOW THEREFORE, BE IT HEREBY RESOLVED, that the Mason Planning Commission does hereby approve the final site plan of the multi family development under the RM District of the Franklin Farms Community Unit Plan, subject to the following conditions:

1. That Franklin Street extension through to Kipp Road be usable before any building permits are issued within this project.
2. The elimination of Lot #22
3. Insure that all permits required by law are obtained
4. That all legal documents are finalized prior to construction permits being issued
5. That native Michigan trees and shrubs of sufficient quantity be included to create a visual and physical buffer from the agricultural lands along the west property line

Yes: (8) - Klepinger, Morris, Pax, Genco, Canteberry, Tornholm, Naeyaert, Johnson

No: (0) - None

CLERK'S CERTIFICATION: I hereby certify that the foregoing is a true and accurate copy of a resolution adopted by the Mason Planning Commission at its regular meeting on October 19, 1999, the original of which is part of the Commission's minutes.

Martin A. Colburn, Clerk
City of Mason, Ingham County

Introduced: Mulvany
Supported: Preadmore

**CITY OF MASON
CITY COUNCIL RESOLUTION NO. 2000-08**

**Council Action on Appeal of Keith Hein, et al, filed November 12, 1999
In Re Mason Planning Commission Resolutions 999-12 and 999-13
Franklin Farms Community Unit Plan Final Approval**

WHEREAS, the Mason City Council, at a special meeting held on March 6, 2000, has further considered the appeal filed November 12, 1999, by Keith Hein, et al, of the final approvals of the Franklin Farms Community Unit Plan and site plan by Mason Planning Commission Resolutions 999-12 and 999-13; and

WHEREAS, after considering the record on appeal, including the supplemental record made by the Planning Commission on remand by the City Council, the Council has moved to modify the actions of the Planning Commission as set forth in Planning Commission Resolutions 999-12 and 999-13; and

WHEREAS, the Council has designated Mayor Russell W. Whipple to prepare a written proposal for decision to modify Planning Commission Resolutions 999-12 and 999-13, together with a concise statement of the relevant provisions of the record and the Council's reasons in support of its decision to modify the Planning Commission's stipulated conditions of approval of the Franklin Farms Community Unit Plan;

NOW, THEREFORE, the Mason City Council hereby adopts the following findings of fact and statement of relevant provisions of the record and reasons in support of its decision to modify the approval of the Franklin Farms Community Unit Plan under Planning Commission Resolutions 999-12 and 999-13:

FINDINGS OF FACT

1. The area approved for development under the community unit plan consists of 33.19 gross acres zoned RS-2 - Single Family Residential and 11.5 gross acres zoned RM - Multiple Family Residential.
2. The maximum permitted number of dwelling units (density) in the RS-2 district should be calculated utilizing the following factors:
 - a. Minimum lot area per Zoning Ordinance (ZO) Section 131 9600 sq ft
 - b. Minimum required street area per lot calculated at 33' x 75' 2475 sq ft

- c. Areas included within flood plain should be excluded from density calculations per Subdivision Ordinance No. 73, Section 17(7)
 - d. Density calculation should be further reduced by 10% to allow for intersections and corners
3. The maximum permitted density in the RS-2 portion of the development is therefore 73 units calculated as follows:

Gross acreage	33.189
Net acreage less flood plain (31%)	22.9 acres
Total developable area	997,524 sq ft
Minimum lot size plus minimum road frontage	12,075 sq ft (9600 + 2475 sq ft)
Gross number of units allowed	82 units
Net allowable units after a 10% allowance for intersections and corners	73 units
4. The maximum density allowed by right in the RM district is 11 units per gross acre [ZO, Section 131A(c) as amended] or 126 dwelling units.
5. The maximum density allowed by special use permit in the RM district utilizing the density bonus provided in ZO 81-5 is 15 units per acre or 172 units.
6. The maximum number of dwelling units permitted as of right under the Mason zoning ordinance 81-5 for the development is 199 dwelling units (73 + 126).
7. The maximum number of dwelling units permitted for the development as a community unit plan (CUP) utilizing the density bonus allowed by Ordinance 81-5 is 245 dwelling units (73 + 172).
8. All of the proposed lots described in the approved final site plan for Franklin Farms Community Unit Plan lie outside of the flood plain, except proposed Lot 22, a majority of which lies within the designated flood plain, which has been removed by the Planning Commission.
9. Condition of approval No. 1 of the Planning Resolutions 999-12 and 999-13 approving the CUP and RM site plan required that Franklin Street be extended through to Kipp Road before any building could commence within the project.
10. The estimated cost of the developer to extend Franklin Street from Lavonne Street south to Kipp Road is \$410,000 and will require the developer to construct approximately 700' of offsite road improvements.

**CONCLUSIONS AND STATEMENT OF
REASONS IN SUPPORT OF DECISION**

- A. The minimum dimensional requirements of the City's subdivision ordinance for the cul-de-sac depicted on the site plan for Northbrook Street have been shown to be complied with based upon the report of Enger Surveying & Engineering dated January 24, 2000. The City Council's added condition of approval of Resolution 999-12 on December 14, 1999, has therefore been satisfied.
- B. The general standards applicable to a conditional use as provided at ZO Article 16, Section 203(c) require that the development be served adequately by essential facilities and services, such as highways, streets, police, and fire protection. ZO section 203(a) requires that any development be designed and constructed to be harmonious with adjacent uses and Section 203(b) states the development shall not adversely affect existing neighboring uses.

Condition No. 1 of Planning Commission Resolutions 999-12 and 999-13, which requires the developer to extend Franklin Street to Kipp Road before commencing construction, violates the review standards of Section 215(d) of ZO 81-40 in that it (1) is in violation of the State Zoning Enabling Act and (2) in excess of the authority granted to the Commission by the zoning ordinance.

Controlling legal authority does not permit the City to require a developer to construct or dedicate offsite road and other public improvements to the municipality as a condition of exercising development rights. Arrowhead Development Co v Livingston, 413 Mich 505 (1982). Furthermore, the City has neither the legal right nor financial ability to construct the required offsite road improvements at this time as a public works project and the City has neither the necessary public right-of-way nor the legal authority at this time to issue bonds for the project. The Council therefore finds that Condition No. 1 of Planning Commission Resolutions 999-12 and 999-13 must be removed.

Once the site is fully developed to its permitted density, Franklin Farms Drive should be extended south to Kipp Road in order to best serve the traffic generated by the development, to better provide adequate fire and emergency services, and to reduce traffic on adjacent streets. All of the onsite road improvements shown on the approved site plan should be dedicated, staked, and graded concurrent with initial development of the site.

Council therefore finds a necessary condition of approval for Resolutions 999-12 and 999-13 to be the addition of a requirement that the developer deed the necessary right-of-way and final grade to City specifications the public road designated as Franklin Farms Drive from the southeasterly right-of-way of Lavonne Street to the south property line as shown on the approved final Site Plan.

- C. The Planning Commission, as a condition of approval of Resolution 999-12, should have

required that the applicant obtain final multiple family site plan approval of the development under Ordinance 81-44. Failure by the Planning Commission to include such a condition violates the review standards of Section 215(d) of ZO 81-40 in that it is (2) in excess of the authority granted to the Commission by the zoning ordinance.

Section 71(b) of Ordinance 81-44 allows multiple family developments of more than 12 dwelling units as a principal use only where the development is granted final site plan approval as required by section 77 of Ordinance 81-44. Article 16, section 208(a)(2) of the Mason zoning ordinance requires that buildings comply with the use district regulations of the respective districts.

The Council therefore finds it necessary to add a condition to approval of Planning Commission Resolution 999-12 to require that approval be granted to the multiple family site plan under Zoning Ordinance 81-44.

- D. The Planning Commission's approval of a permitted density for the development of 238 dwelling units, including three 3-story structures, violated the review standards of ZO 81-40, section 214(d) in that it was (4) not supported by competent, material, and substantial evidence on the record as a whole, and (5) a clearly unwarranted or unreasonable exercise of discretion by the Commission.

The standards for review of a special use permit/community unit plan at ZO Article 16, section 203, require that the development (a) be designed and constructed to be harmonious and appropriate in appearance with the neighboring uses, (b) will not be detrimental to existing or future uses in the immediate vicinity, (c) will be adequately served by essential facilities such as streets and highways. The Council finds that a density of 238 dwelling units utilizing 3-story structures on this site is not consistent with these general standards for the following reasons:

1. The development does not have access to a major street. All traffic generated by the development will be directed through local collector streets within established residential neighborhoods.
2. The development, at the full density approved, may generate traffic and traffic movements through the adjacent residential neighborhoods which will be detrimental to the existing established residential uses.
3. The 3-story residential structures as approved are not harmonious or compatible in size or appearance or appropriate or consistent with the existing single family residential structures immediately adjacent to the development nor the additional single family structures to be constructed as a part of the development.
4. The elimination of 24 dwelling units will also eliminate 48 parking spaces which will

provide additional onsite open space for active and passive recreation of the occupants and will reduce runoff from impervious areas to the Willow Creek.

The Council therefore finds it necessary in order to meet the general standards of Article 16 and the review standards of ZO 81-40 to modify the conditions of approval for Resolutions 999-12 and 999-13 by eliminating 24 residential units from the multiple family portion of the development and to require the developer, as a condition of obtaining building permits, to prepare and submit a revised site plan to the City Administrator designating each of the three 3-story structures to be 2-story structures, and eliminating 48 designated parking spaces, 24 of which must be off-the-street parking spaces.

CITY COUNCIL ACTION AND CONDITIONS OF APPROVAL

NOW, THEREFORE, be it resolved that the Mason City Council does hereby modify the conditions of approval of the Franklin Farms Community Unit Plan, as stated in Planning Commission Resolution No. 999-12, to read as follows:

1. That Franklin Street be extended by the developer to the southeasterly right-of-way of Lavonne Street and that the developer, prior to the City's final acceptance of Franklin Street, deed to the City the necessary right-of-way and stake and complete the final grading of Franklin Street along the alignment shown on the approved site plan from the southeasterly right-of-way of Lavonne Street to the south property line of the development.
2. The elimination of Lot 22.
3. That a revised site plan be filed showing the three 3-story 24-unit residential structures reduced to three 2-story 16-unit residential structures, and that 48 associated parking spaces be eliminated from the site plan, 24 of which must be off-street parking spaces.
4. That all legal documents are finalized prior to construction permits being issued.
5. That approval be granted, under ZO 81-44, for the final site plan of the multiple family development.

NOW, THEREFORE, be it further resolved that the Mason City Council does hereby modify the conditions of approval of the final site plan of the multiple family development of the Franklin Farms Community Unit Plan, as stated in Planning Commission Resolution 999-13, to read as follows:

1. That Franklin Street be extended by the developer to the southeasterly right-of-way of Lavonne Street and that the developer, prior to the City's final acceptance of Franklin Street, deed to the City the necessary right-of-way and stake and complete the final grading of Franklin Street along the alignment shown on the approved site plan from the southeasterly right-of-way of Lavonne Street to the south property line of the development.

2. The elimination of Lot 22.

3. That a revised site plan be filed showing the three 3-story 24-unit residential structures reduced to three 2-story 16-unit residential structures, and that 48 associated parking spaces be eliminated from the site plan, 24 of which must be off-street parking spaces.

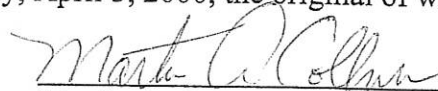
4. That all legal documents are finalized prior to construction permits being issued.

5. That native Michigan trees and shrubs of sufficient quantity be included to create a visual and physical buffer from the agricultural lands along the west property line.

Yes: (4) Soule, Mulvany, Preadmore, Whipple

No: (1) Clark

Clerks Certification: I certify that the foregoing is a true and accurate copy of a Resolution adopted by the City Council at its regular meeting held on Monday, April 3, 2000, the original of which is part of the Council's minutes.



Martin A. Colburn, Clerk
City of Mason
Ingham County, Michigan

Introduced: Droscha
Seconded: Smith

**CITY OF MASON
PLANNING COMMISSION RESOLUTION NO. 2008-09**

**A RESOLUTION APPROVING AN AMENDMENT TO THE APPROVED
SPECIAL USE PERMIT AND FINAL SITE PLAN FOR THE VILLAGE OF
FRANKLIN FARMS CONDOMINIUM DEVELOPMENT TO ALLOW A
PERMANENT DRIVEWAY ACCESS AT NORTHBROOK DRIVE**

October 14, 2008

WHEREAS, a request has been received from Jim Bonfiglio of Esquire Development to amend the special use permit and final site plan for the Village of Franklin Farms to allow a permanent driveway access to the development at Northbrook Drive; and

WHEREAS, the driveway is proposed to be located on property described as:

Beginning at a point 662.00 feet East and 770.00 feet S01 deg 26'05"W of the W1/4 corner of section 8, T2N, R1W, said point being 70.00 feet S01 deg 26'05"W of the SW corner of Lot 54 of Northbrook Farms Subdivision, City of Mason, Ingham County, Michigan, thence S88 deg 53'55"E 132.00 feet; thence N01 deg 26'05"E 70.0 feet to the SE corner of Lot 54 of Northbrook Farms; thence S88 deg 53'55"E 66.0 feet to the SE corner of Lot 53 of Northbrook Farms; thence S01 deg 26'05"W 70.0 feet; thence S88 deg 53'55"E 145.0 feet; thence Easterly 134.78 feet to a point 70.0 feet Southeasterly of the SE corner of Lot 52 of Northbrook Farms; thence Northwesterly 70.0 feet to the SE corner of Lot 52 of Northbrook Farms; thence S61 deg 20'55"E 91.18 feet to the SW corner of Lot 51 of Northbrook Farms; thence N59 deg 12'05"E 124.86 feet to the SE corner of Lot 51 of Northbrook Farms; thence S30 deg 47'55"E 73.0 feet; thence Southeasterly 506.70 feet on a curve to the left having a radius of 4224.83 feet along the West line of Lots 43-49 of Northbrook Farms; thence S37 deg 40'13"E 692.0 feet along the west line of Lots 35-42 to the most Westerly corner of Lot 34 of Northbrook Farms; thence S52 deg 19'47"W 200.0 feet on an extension of the South line of Lavonne Street; thence S37 deg 40'13"E 89.0 feet; thence N78 deg 52'51"E 14.4 feet; thence South 33.0 feet; thence Southwesterly 67.0 feet along the South bank of the Willow Creek; thence South 470.8 feet on a line 66.0 West of and parallel to the East line of the W1/2 of the E1/2 of the SW1/4 of Section 8, T2N, R1W; thence West 631.8 feet on a line 203.55 feet North of and parallel with the South line of Section 8; thence South 203.55 feet to the South line of Section 8; thence West along the South line 662.0 feet to the West line of the E1/2 of the W1/2 of the SW1/4 of Section 8; thence North along said line 222.0 feet; thence S88 deg 33'55"E 400.0 feet; thence North 400.0 feet; thence N88 deg 33'55"W 400.0 feet to the West line of the E1/2 of the W1/2 of the SW1/4 of section 8; thence North along said line 1254.4 feet to the point of beginning.

WHEREAS, upon compliance with the conditions listed herein, the plans will comply with the site plan review standards listed in Section 94-227, Special Use Permit Basis of Determination listed in Section 94-191, and the Subdivision standards listed Chapter 74 of the Mason Code, and

WHEREAS, upon compliance with the conditions listed herein, the plans will comply with the site plan review standards listed in Section 94-227, Special Use Permit Basis of Determination listed in Section 94-191, and the Subdivision standards listed Chapter 74 of the Mason Code, and

WHEREAS, the proposed driveway entrance will improve the vehicular circulation in the neighborhood and general vicinity and improve emergency personnel/vehicle response time to the residents of the development, and

WHEREAS, approval is granted subject to the condition that the driveway entrance lanes at Northbrook Street be clearly marked with directional arrows encouraging traffic into the proper lanes pursuant to the Police Chief's remarks of October 1, 2008.

NOW THEREFORE BE IT RESOLVED, that the City of Mason Planning Commission does hereby approve an amendment to the special use permit and final site plan approving a driveway entrance at Northbrook Street based on the plans received on September 24, 2008.

Yes (2) Droscha, Burns

No (6) Boyic, Hunt, Johnson, Reeser, Smith, Tornholm

Abstain (1) Naeyaert

CLERK'S CERTIFICATION: I hereby certify that the foregoing is a true and accurate copy of a resolution adopted by the Planning Commission at its regular meeting held Tuesday, October 14, 2008, the original of which is part of the Planning Commission minutes.



Martin A. Colburn, Clerk
City of Mason
Ingham County, Michigan

Exhibit B

Correspondence Regarding Status of
Condo Association

ESQUIRE DEVELOPMENT AND CONSTRUCTION, INC.

4127 Okemos Road, Suite 1

Okemos MI 48864

(517) 349-8000

Fax (517) 349-0132

December 18, 2017

City of Mason
P. O. Box 370
Mason MI 48854

Re: Invoice 1700004354 (copy attached)

To Whom It May Concern:

Esquire Development & Construction, Inc. has received a bill addressed to Villages at Franklin Farms. The bill is in the amount of \$300. It is a bill for mowing weeds.

This past summer the undersigned was contacted by Officer Duthie of the Mason Police Department with respect to mowing lawn areas at Lavonne an Franklin Farms Drive.

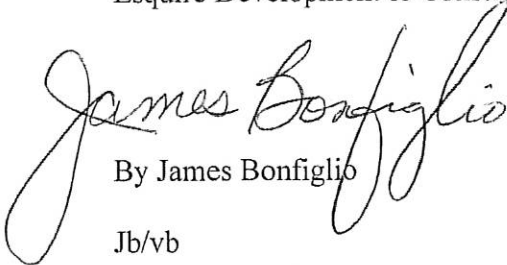
As we understand the situation, the property that needed to be mowed was on the north side of Franklin Farm Drive and Lavonne and is a part of Franklin Farms Condominium. It appears as parcel number 33-19-10-08-304-100 on the City of Mason's tax web site. The assessment sheet shows the owner as The Villages at Franklin Farms Condominium. This is incorrect. The land is part of Franklin Farms Condominium, the single family home sites on Franklin Farm Drive and Northbrook. A copy of the general information page from the web site is enclosed. A map of the Franklin Farm Condominium Association Subdivision Plan and its legal description are also enclosed. This land is owned by home site owners of Franklin Farms Condominium, as part of their home site condominium units.

If we are correct that the area discussed with Officer Duthie is parcel 100 and that land is the subject of the invoice referenced above, then the parcels that own parcel 100 are parcel numbers 33-19-10-08-304-1 through 38. Assuming the mowing for the retention area is the responsibility of owner's of these home sites, then it seems the bill should be allocated to the owners of parcels 1 through 38.

As owner of 4 of the home sites¹, Esquire is responsible for 4/38 of the cost of mowing or \$31.58 ($\$300/38 \times 4 = \31.58). A check for that amount is enclosed.

We hope the foregoing information is helpful.

Yours truly,
Esquire Development & Construction, Inc.


By James Bonfiglio

Jb/vb

Enclosure

¹Parcel Numbers 33-19-10-08-304-14, 18, 27 & 30

FRANKLIN FARM (Property Address)

Parcel Number: 33-19-10-08-304-100



Item 1 of 1 1 Image / 0 Sketches

Property Owner: THE VILLAGES AT FRANKLIN FARMS COND**Summary Information**

> Assessed Value: \$0 | Taxable Value: \$0

> Property Tax information found

Owner and Taxpayer Information**Owner**THE VILLAGES AT FRANKLIN FARMS COND
4127 OKEMOS STE 1
OKEMOS, MI 48864

SEE OWNER INFORMATION

General Information for Tax Year 2017

Property Class	EXEMPT REAL	Unit	33-19 CITY OF MASON
School District	MASON PUBLIC	Assessed Value	\$0
MAP #	10-8F	Taxable Value	\$0
USER NUM IDX	0	State Equalized Value	\$0
USER ALPHA 1	Not Available	Date of Last Name Change	08/28/2017
USER ALPHA 3	Not Available	Notes	Not Available
Historical District	Not Available	Census Block Group	Not Available
USER ALPHA 2	Not Available	Exemption	No Data to Display

Principal Residence Exemption Information**Homestead Date** No Data to Display

Principal Residence Exemption	June 1st	Final
2017	0.0000 %	0.0000 %

Previous Year Information

Year	MBOR Assessed	Final SEV	Final Taxable
2016	\$0	\$0	\$0
2015	\$0	\$0	\$0
2014	\$0	\$0	\$0

Land Information

Zoning Code	RS2	Total Acres	1.000
Land Value	\$0	Land Improvements	\$0
Renaissance Zone	No	Renaissance Zone Expiration Date	No Data to Display
ECF Neighborhood	Not Available	Mortgage Code	No Data to Display
Lot Dimensions/Comments	No Data to Display	Neighborhood Enterprise Zone	No

Lot(s)	Frontage	Depth
No lots found.		
Total Frontage: 0.00 ft		Average Depth: 0.00 ft

Legal Description

COMMON ELEMENT (DETENTION AREA) OF FRANKLIN FARMS, SEC 8 T2N R1W, CITY OF MASON INGHAM CO

Land Division Act Information

Date of Last Split/Combine	No Data to Display	Number of Splits Left	0
Date Form Filed	No Data to Display	Unallocated Div.s of Parent	0

Date Created	No Data to Display	Unallocated Div.s Transferred	0
Acreage of Parent	0.00	Rights Were Transferred	Not Available
Split Number	0	Courtesy Split	Not Available
Parent Parcel	33-19-10-08-351-005		

Sale History

Sale Date	Sale Price	Instrument	Grantor	Grantee	Terms of Sale	Liber/Page
11/25/2008	\$0.00	WD	ESQUIRE DEVELOPMENT	THE VILLAGES AT FRNAKLIN FARMS COND	ARMS LENGTH	3326/580

**Disclaimer: BS&A Software provides AccessMyGov.com as a way for municipalities to display information online and is not responsible for the content or accuracy of the data herein. This data is provided for reference only and WITHOUT WARRANTY of any kind, expressed or inferred. Please contact your local municipality if you believe there are errors in the data.

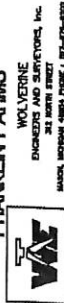
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LEGAL DESCRIPTION

A parcel of land on part of the Southwest 1/4 of Section 8, T2N, R1W, City of Mason, Ingham County, Michigan; beginning at a point S88°55'49"E 661.92 feet and S01°19'14"W 770.00 feet from the West 1/4 corner of Section 8; thence S88°53'55"E 130.62 feet along a line 70.00 feet South and parallel with the South line of Lot 54, Northbrook Farms Subdivision, recorded in Liber 23 of Plats, Page 20, Ingham County Records; thence N01°26'05"E 70.00 feet to the Southeast corner of said Lot 54; thence along the South line of Northbrook Farms Subdivision S88°53'55"E 66.00 feet to the Southwest corner of Lot 53, Northbrook Farms Subdivision; thence S01°26'05"W 70.00 feet, thence S88°53'55"E 145.00 feet along a line 70.00 feet South and parallel with the South line of Northbrook Farms Subdivision; thence N89°52'07"E 135.10 feet; thence N88°55'28"E 66.02 feet to the Southwest corner of Lot 51, Northbrook Farms Subdivision; thence N80°12'14"E 133.75 feet; thence along the Westerly boundary of Northbrook Farms Subdivision the following three courses, S30°47'55"E 25.06 feet; thence Southeasterly 506.70 feet along the arc of a 4224.83 foot radius curve to the left whose central angle is 6°52'18" and whose chord bears S34°14'04"E 506.40 feet; thence S37°40'13"E 692.00 feet to the Northwest corner of Lot 34, Northbrook Farms Subdivision; thence S52°19'47"W 200.00 feet on an extension of the South line of Lavonne Street; thence S76°36'19"W 66.00 feet; thence N13°23'41"W 93.78 feet; thence Northwesterly 113.13 feet along the arc of a 267.00 foot radius curve to the left whose central angle is 24°16'32" and whose chord bears N25°31'57"W 112.28 feet; thence N37°40'13"W 92.82 feet; thence S52°19'47"W 132.00 feet; thence N37°40'13"W 671.91 feet; thence N54°21'50"W 46.01 feet; thence N88°33'55"W 86.59 feet; thence S01°26'05"W 118.00 feet; thence N88°33'55"W 157.20 feet; thence Northwesterly 112.15 feet along the arc of a 75.00 foot radius curve to the right whose central angle is 85°40'39" and whose chord bears N85°19'11"W 101.99 feet; thence S70°49'24"W 160.90 feet to the West line of the East 1/2 of the West 1/2 of the SW 1/4 of Section 8, thence along said West line N01°19'14"E 497.72 feet to the point of beginning, containing 13.5867 acres of land, more or less, and subject to any easements or rights of way of record.



LEGAL DESCRIPTION SHEET
FRANKLIN FARMS

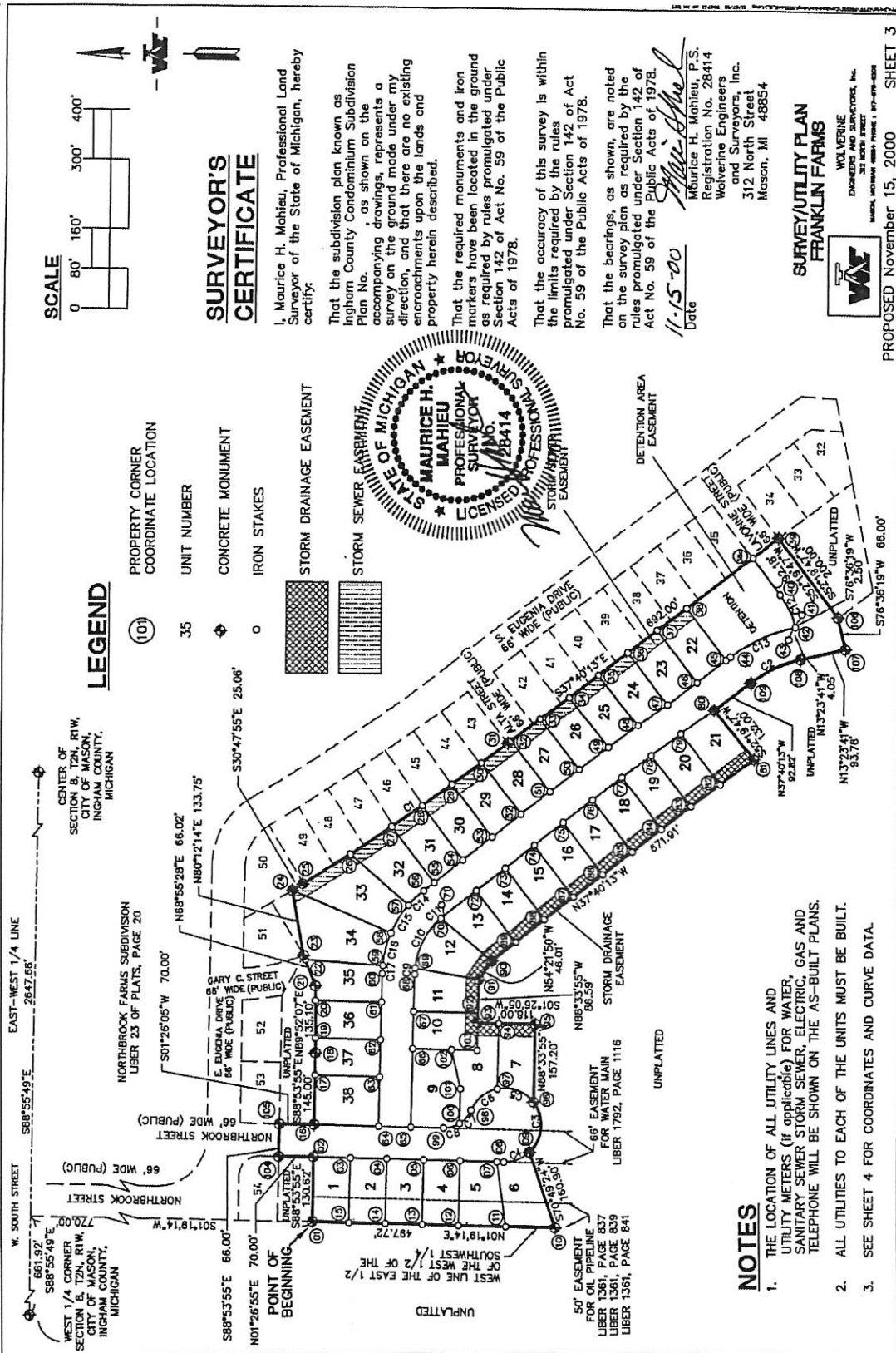


PROPOSED November 15, 2000 SHEET 2

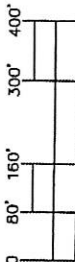
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Page 2 of 2
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\\projects\1990\980051\condom\mah\mg\9851c2_e_14.dwg 11/13/00 10:50:10 AM M4 E57



SCALE



LEGEND

PROPERTY CORNER
COORDINATE LOCATION

UNIT NUMBER

CONCRETE MONUMENT

IRON STAKES

STORM DRAINAGE EASEMENT

STORM SEWER EASEMENT

STORM SEWER EASEMENT

STORM SEWER EASEMENT

STORM SEWER EASEMENT

STORM SEWER EASEMENT

STORM SEWER EASEMENT

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STORM SEWER EASEMENT

STORM SEWER EASEMENT

SURVEYOR'S
CERTIFICATE

I, Maurice H. Mahieu, Professional Land
Surveyor of the State of Michigan, hereby
certify:

That the subdivision plan known as
Ingham County Condominium Subdivision
Plan No. 28414, as shown on the
accompanying drawings, represents a
survey on the ground made under my
direction, and that there are no existing
encroachments upon the lands and
property herein described.

That the required monuments and iron
markers have been located in the ground
as required by rules promulgated under
Section 142 of Act No. 59 of the Public
Acts of 1978.

That the accuracy of this survey is within
the limits required by the rules
promulgated under Section 142 of Act
No. 59 of the Public Acts of 1978.

That the bearings, as shown, are noted
on the survey plan as required by the
rules promulgated under Section 142 of
Act No. 59 of the Public Acts of 1978.

Date 11-15-00

Maurice H. Mahieu, P.S.
Registration No. 28414
Wolverine Engineers
and Surveyors, Inc.
312 North Street
Mason, MI 48854

SURVEY/UTILITY PLAN
FRANKLIN FARMS

WOLVERINE
ENGINEERS AND SURVEYORS, INC.
312 NORTH STREET
MASON, MICHIGAN 48854
PHONE: 1-877-878-8338

NOTES

1. THE LOCATION OF ALL UTILITY LINES AND
UTILITY METERS (if applicable) FOR WATER,
SANITARY SEWER, STORM SEWER, ELECTRIC, GAS AND
TELEPHONE WILL BE SHOWN ON THE AS-BUILT PLANS.
2. ALL UTILITIES TO EACH OF THE UNITS MUST BE BUILT.
3. SEE SHEET 4 FOR COORDINATES AND CURVE DATA.

CITY OF MASON INVOICE

CITY OF MASON
P O BOX 370
201 WASH ST
MASON MI 48854-0370
(517) 676-9155

Invoice Number: 1700004354
Customer ID: 0608
Service Date: 08/03/2017
Invoice Date: 09/14/2017
Due Date: 10/14/2017
Property Address:

MAKE CHECKS PAYABLE TO: CITY OF MASON
RETURN ONE COPY OF THIS INVOICE WITH YOUR PAYMENT

CODE	DESCRIPTION	UNIT PRICE	AMOUNT
ER-LOC	MOW WEEDS/YARD 8/3/17 203-000.00-650.000	300.00	300.00
ER-LOC	FRANKLIN FARM & LAVONNE 203-000.00-650.000		
ER-LOC	WEEDS OVER SIDEWALK 203-000.00-650.000		
TOTAL INVOICE			300.00

Remit Payment To:
CITY OF MASON
P O BOX 370
201 WASH ST
MASON MI 48854-0370

Invoice Number: 1700004354
Service Date: 08/03/2017
Invoice Date: 09/14/2017
Due Date: 10/14/2017
Property Address:

Amount Due: 300.00

VILLAGES OF FRANKLIN FARMS
4127 OKEMOS, SUITE 1
OKEMOS, MI 48864



From: [James Bonfiglio](#)
To: [Elizabeth Hude](#)
Cc: [Deborah Stuart](#); tomhitch@mcgintylaw.com
Subject: Re: Franklin Farms - Building Permits
Date: Friday, June 21, 2019 3:48:34 PM

Dear Ms. Hude:

I write in response to your email of June 14, 2019, regarding Building Permits and requesting an update on the status of the drain, acceptance by the Drain Commission and other matters.

On June 14, 2019, I met with Deputy Commissioner Paul Pratt of the Ingham County Drain Commission. We discussed whether the Drain Commission would be willing to take over maintenance of the detention area on Franklin Farm Drive.

Commissioner Pratt indicated that the Drain Commission has been willing in the past to take over such areas.

Administratively, he needed to discuss the matter with Drain Commissioner Linderman. Commissioner Pratt thought that he could discuss the matter with Commissioner Linderman within a week. I spoke with the Deputy Commissioner earlier today.

As a consequence of the heavy rains we have been experiencing and the resultant flooding, he has been unable to discuss the matter with Commissioner Linderman.

Commissioner Pratt expects to discuss the matter with the Commissioner in the next few days.

Your email asks "who owns and will maintain that drain and the status of the condo association and how that will be addressed."

The land upon which the pond is located is a common element of the Franklin Farm Condominium. As such the land is owned

by the co-owners of the condominium units of Franklin Farm Condominium. Each co-owner owns an undivided 1/38th interest in that land, subject of course to the Farm Condominium Master Deed and other restrictions such as the easement the City of Mason has over the pond area and the development.

As to current maintenance, I have observed that the lawn area around the detention pond is being mowed.

As to other maintenance, it is Esquire's understanding that the City has the right to maintain and expand the entire storm sewer system of the original development, and the co-owners of the Franklin Farm Condominium have the right to maintain the common elements of the condominium including the pond area. The City owns portions of the storm system that are located in the public right of way of Franklin Farm Drive and has easements over land outside Franklin Farm Condominium, covering the remainder of the original development. That easement includes a pond and other areas over which the City is allowed to maintain and expand the storm sewer system as well. It is my understanding, at the request of the City, design changes were made such that the condominium development has yard basins that put water into the City drains but the condominium development does not have a right to maintain that system.

As to your question who will maintain the drain, I am unable and unauthorized to speak on behalf of either the City or the co-owners of Franklin Farm Condominium. Presumably, both the City and the Condominium Development will maintain

their respective portions of the drain system as they believe is appropriate. In discussions with homeowners I understand that the system is functioning to their satisfaction.

The Franklin Farm Condominium Association is made up of all the co-owners of units in Franklin Farm. As we have seen at the meeting of homeowners called by the City and the earlier meeting called by Esquire, an insufficient number of the co-owners want to have a formal active association at this time. The corporate charter for the non-profit corporation that was formed to operate the association is suspended as a consequence of the failure to file annually with the state. But that corporation could be reactivated should a sufficient number of co-owners choose to do so. Alternatively, co-owners could function as an association but not maintain corporate status. That is a decision the co-owners must make.

Your email also indicated that you planned to clarify your request with respect to the Kipp Road extension. I have not received any clarification in that regard to date.

I note that you do not indicate any deficiencies with respect to our building permit requests. I assume that we have complied fully with the requirements for issuance of those permits. If I am incorrect in that conclusion please advise me of any deficiencies.

Esquire will continue to work with the City with respect to clarifying the status of the condominium association, encouraging homeowners to take a more active role in the association, working with the Drain Commission to address

the City's concerns and will address the Kipp Road extension at such time as the City clarifies its request.

Esquire requests that building permits be issued as requested so that Esquire may move forward in completing the development.

Thank you.

Yours truly,
Esquire Development & Construction, Inc.

by James Bonfiglio, President.

On Friday 14 Jun 2019, at 12:38 PM, Elizabeth Hude <elizabethh@mason.mi.us> wrote:

Dear Jim,

Thank you for your letter dated May 31, 2019. Do you have an update on the status of the drain and acceptance by the Drain Commission?

I am preparing a more formal response for you. We will need to have a clear understanding of who owns and will maintain that drain, and the status of the condo association and how that will be addressed.

With regard to the extension to Kipp Rd – thank you for the deeds. I will also clarify my request related to that matter in my next communication.

Thank you,

Elizabeth A. Hude, AICP
Community Development Director

City of Mason | Office: 517-978-0206
201 W. Ash Street | FAX: 517-676-1330
Mason, MI 48854 | elizabethh@mason.mi.us
www.mason.mi.us | Internal Ext. 206

Exhibit C

Franklin Farms Master Deed
(Single Family Site Condominiums)

INGHAM COUNTY TREASURER'S CERTIFICATE
I HEREBY CERTIFY that there are no TAX LIENS or TITLES held
by the state or any individual against the within description, and all
TAXES on same are paid for five years previous to the date of this
instrument as appears by the records of this office except as stated.

5-17-01
Eric Schertzing, Ingham County Treasurer
Sec. 135, Act 206, 1893 as amended

FRANKLIN FARMS MASTER DEED

This Master Deed is made and executed this 16th day of May, 2001, by Esquire Development and Construction, Inc., a Michigan corporation, hereinafter referred to as "Developer", whose address is 4127 Okemos Road, Suite 1, Okemos, Michigan 48864, in accordance with the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended).

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

NOW, THEREFORE, the Developer does, upon the recording hereof, establish Franklin Farms as a Condominium Project under the Act and does declare that Franklin Farms shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized subject to the provision of the Act, and to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Master Deed, the Bylaws and the Condominium Subdivision Plan, all of which shall be deemed to run with the land and shall be a burden on and a benefit to the Developer and any persons acquiring or owning an interest in the said Condominium Project and their respective successors and assigns. In furtherance of the Condominium Project, it is provided as follows:

ARTICLE I TITLE AND NATURE

The Condominium Project shall be known as Franklin Farms, Ingham County Condominium Subdivision Plan No. 159. 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 therein, are set forth completely in the Condominium Subdivision Plan attached as Exhibit B hereto. Each Unit has been created for single family residential purposes and each unit is capable of individual utilization on account of having its own entrance from and exit to a street dedicated to the public or common element of the Condominium Project. Each co-owner in the Condominium Project shall have exclusive right to his unit and shall have undivided and inseparable rights to share with other co-owners the common elements of the Condominium Project.

3319-10-08-357-005
-003



2001-023752
Page: 1 of 60
05/18/2001 08:07A

**ARTICLE II
LEGAL DESCRIPTION**

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

A parcel of land on part of the Southwest ¼ of Section 8, T2N, R1W, City of Mason, Ingham County, Michigan; beginning at a point S88°55'49"E 661.92 feet and S01°19'14"W 770.0 feet from the West ¼ corner of Section 8; thence S88°53'55"E 130.62 feet along a line 70.00 feet South and parallel with the South line of Lot 54, Northbrook Farms Subdivision, recorded in Liber 23 of Plats, Page 20, Ingham County Records; thence N01°26'05"E 70.00 feet to the Southeast corner of said Lot 54; thence along the South line of Northbrook Farms Subdivision S88°53'55"E 66.00 feet to the Southwest corner of Lot 53, Northbrook Farms Subdivision; thence S01°26'05"W 70.00 feet, thence S88°53'55"E 145.00 feet along a line 70.00 feet South and parallel with the South line of Northbrook Farms Subdivision; thence N89°52'07"E 135.10 feet; thence N68°55'28"E 66.02 feet to the Southwest corner of Lot 51, Northbrook Farms Subdivision; thence N80°12'14"E 133.75 feet; thence along the Westerly boundary of Northbrook Farms Subdivision the following three courses, S30°47'55"E 25.06 feet; thence Southeasterly 506.70 feet along the arc of a 4224.83 foot radius curve to the left whose central angle is 6°52'18" and whose chord bears S34°14'04"E 506.40 feet; thence S37°40'13"E 692.00 feet to the Northwest corner of Lot 34, Northbrook Farms Subdivision; thence S52°19'47"W 200.00 feet on an extension of the South line of Lavonne Street; thence S76°36'19"W 66.00 feet; thence N13°23'41"W 93.78 feet; thence Northwesterly 113.13 feet along the arc of a 267.00 foot radius curve to the left whose central angle is 24°16'32" and whose chord bears N25°31'57"W 112.28 feet; thence N37°40'13"W 92.82 feet; thence S52°19'47"W 132.00 feet; thence N37°40'13"W 671.91 feet; thence North N54°21'50"W 46.01 feet; thence North 88°33'55"W 86.59 feet; thence South 01°26'05"W 118.00 feet; thence N88°33'55"W 157.20 feet; thence Northwesterly 112.15 feet along the arc of a 75.00 foot radius curve to the right whose central angle is 85°40'39" and whose chord bears N85°19'11"W 101.99 feet; thence S70°49'24" W 160.90 feet to the West line of the East ½ of the West ½ of the SW ¼ of Section 8, thence along said West line N01°19'14"E 497.72 feet to the point of beginning, containing 13.5867 acres of land,

 2001-023752
Page: 2 of 60
05/18/2001 08:07A

more or less, and subject to any easements or rights of way of record.

ARTICLE III DEFINITIONS

Certain terms are utilized 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, if any, of the Franklin Farms 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 Franklin Farms as a condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

Section 1. Act. The "Act" means the Michigan Condominium Act being Act 59 of the Public Acts of 1978, as amended.

Section 2. Association. "Association" means Franklin Farms Condominium Association which is a non-profit corporation organized under the Michigan law of which all co-owners shall be members, which corporation shall administer, operate, manage and maintain the Condominium. Any action required of or permitted to the Association shall be exercisable by its Board of Directors unless explicitly reserved to the members by the Condominium Documents or the laws of the State of Michigan, any reference to the Association shall, where appropriate, also constitute a reference to its Board of Directors.

Section 3. Bylaws. "Bylaws" means Exhibit A hereto, being the Bylaws setting forth the substantive rights and obligations of the co-owners and required by Section 3(8) 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 Non-Profit Corporation Act.

Section 4. Common Elements. "Common Elements" where used without modification, means both the general and limited common elements described in Article IV hereof.

Section 5. Condominium Documents. "Condominium Documents" means and includes this Master Deed and Exhibits A and B hereto, and the Article of Incorporation, and Rules and Regulations, if any, of the Association, and any other instrument referred to in the Master Deed or Bylaws which affects the rights of a co-owner, as all of the same may be amended from time to time.

Section 6. Condominium Premises. "Condominium Premises" means and includes the land described in Article II above, all improvements and structures thereon, and all easements, rights and appurtenances belonging to Franklin Farms as described above.

Section 7. Condominium Project, Condominium or Project. "Condominium Project", "Condominium" or "Project" each means Franklin Farms as a Condominium Project established in conformity with the Act.



Section 8. Condominium Subdivision Plan. "Condominium Subdivision Plan" means Exhibit B hereto.

Section 9. Consolidating Master Deed. "Consolidating Master Deed" means the final amended Master Deed which shall describe Franklin Farms as a completed as-built Condominium Project. Such Consolidating Master Deed, when recorded in the office of the Ingham County Register of Deeds, shall supersede the previously recorded Master Deed for the Condominium and all amendments thereto.

Section 10. Construction and Sales Period. "Construction and Sales Period" for the purposes of the Condominium Documents and the rights reserved to the Developer thereunder, means the period commencing with the recording of the Master Deed and continuing as long as the Developer owns any unit which it offers for sale.

Section 11. Co-owner or 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 on the Condominium Project. The term "owner" wherever used, shall be synonymous with the term "co-owner".

Section 12. Developer. "Developer" means Esquire Development and Construction, Inc., a Michigan corporation, 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, however, and wherever such term is used in the Condominium Documents.

Section 13. First Annual Meeting. "First Annual Meeting" means the initial meeting at which non-developer co-owners are permitted to vote for the election of all directors and upon all other matters which properly may be brought before the meeting. Such meeting is to be held (a) in the Developer's sole discretion after 50% of the units are sold; or, (b) mandatorily within (i) 54 months from the date of the first unit conveyance; or (ii) 120 days after 75% of all units are sold, whichever first occurs.

Section 14. Transitional Control Date. "Transitional Control Date" means the date on which a Board of Directors of the Association takes 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 the Developer.

Section 15. Unit, Condominium Unit or Site Condominium Unit. "Unit", "Condominium Unit" or "Site Condominium Unit" each mean a single unit in Franklin Farms, as the same may be described in Article V, Section 1 hereof and on Exhibit B hereto and shall have the same meaning as the term "Condominium Unit" as defined in the Act. All structures or improvements now or hereafter located within the boundaries of a unit shall be owned solely and in their entirety by the co-owner of the unit within which they are located and shall not, unless otherwise expressly provided in the Condominium Documents, constitute common elements. A unit may often commonly be referred to as a "lot".

Section 16. Residential Dwelling. "Residential Dwelling" is the physical structure located within the unit within which the co-owner resides. Said dwellings shall be used for single family residential living purposes only.

Section 17. Yard Lines. "Yard Lines" represent the outer boundary lines of each unit.

Whenever any reference herein is made to one gender, the same shall include a reference to any and all genders where the same would be appropriate; similarly, whenever a reference is made herein to the singular, a reference to the plural shall also be included where the same would be appropriated and vice versa.

ARTICLE IV COMMON ELEMENTS

The common elements of the Project and the respective responsibilities for maintenance, decoration, repair or replacement thereof, are as follows:

Section 1. General Common Elements. The "General Common Elements" are:

(a) **Land.** The land described in Article II hereof, including all green areas but excluding that portion designated on the Condominium Subdivision Plan as the condominium units or limited common elements.

(b) **Electrical.** The electrical transmission system throughout the Project up to, but not including the secondary service leads for each residential dwelling that now or hereafter is constructed within the perimeter of a unit, together with common lighting for the Project designated as such by the Developer, if any, is installed.

(c) **Telephone.** The telephone system throughout the Project up to the point of connection to the junction boxes for each residential dwelling that now or hereafter is constructed within the perimeter of a unit.

(d) **Gas.** The natural gas distribution system throughout the Project up to and including only the gas main, but not including the gas lateral meter and gas service for each residential dwelling that now or hereafter is constructed within the perimeter of a unit.

(e) **Water.** The water distribution system throughout the Project up to, but not including, the water meter and water service lateral for each residential dwelling that now or hereafter is constructed within the perimeter of a unit.

(f) **Sanitary Sewer.** The sanitary sewer system throughout the Project up to, but not including the individual sanitary sewer service lateral for each residential dwelling is now or hereafter constructed within the perimeter of a unit.

(g) **Storm Sewer.** The storm sewer system throughout the Project, including the storm water retention areas, but not including individual residential dwelling basement sump basin system for each residential dwelling that is now or hereafter constructed within the perimeter of a unit.

(h) **Telecommunications.** The telecommunications system throughout the Project, if and when it may be installed, up to the perimeter of a unit.

(i) **Roadways.** All roadways not dedicated to the public which provide access to the units and their appurtenant limited common elements up to, but not including, individual driveways to each residential dwelling that is now or hereafter constructed within the perimeter of a unit.

(j) **Signs.** The signs, structures, plantings or other landscaping, including all light fixtures and wiring illuminating same and erected on the Project by the Developer or the Association denoting the entrances to Franklin Farms.

(k) **Other.** Such other elements of the Project not herein designated as general or limited common elements which are not enclosed within the boundaries of a unit, and which are intended for common use or are necessary to the existence, upkeep and safety of the Project.

Some or all of the utility lines, systems (including mains and service leads) and equipment and the telecommunications system and roadways described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility lines, systems and equipment, and the telecommunication system and roadways shall be general common elements only to the extent of the co-owner's interest therein, if any, and the Developer makes no warranty whatever with respect to the nature or extent of such interest, if any.

Section 2. Limited Common Elements. Limited common elements shall be subject to the exclusive use and enjoyment of the owner of the unit to which the limited common elements are appurtenant. The limited common elements are:

(a) **Individual Sprinkler Systems.** Each individual sprinkler system installed by or at the request of a co-owner to irrigate landscaped areas appurtenant to his unit shall be a limited common element limited in use to such co-owner.

(b) **Other Private Amenities.** Developer reserves the right to construct driveways, sidewalks and other private amenities on all or any portion or portions of the common elements. The foregoing list is intended only to be illustrative, not exclusive. The precise number, nature, size and location of private amenities which may be constructed shall be determined by Developer in the sole judgment of itself or any person to whom or which it specifically assigns the right to make such determination.

(c) **Electrical.** The electrical transmission system throughout the Project between the private transmission line and the electric meter for each residential dwelling, but located outside the perimeter of the unit in which the residential dwelling is constructed.

(d) **Telephone.** The telephone system throughout the Project between the junction box and the point of connection to each residential dwelling located outside the perimeter of the unit on which the residential dwelling is constructed.

(e) **Gas.** The gas service throughout the Project between the gas main and the gas meter for each residential dwelling but outside the perimeter of the unit on which the residential dwelling is constructed.



(f) **Water.** The water service throughout the Project between the water main and the water meter for each residential dwelling but outside the perimeter of the unit on which the residential dwelling is constructed.

(g) **Sanitary Sewer.** The sanitary sewer services throughout the Project up to between the sewer main and the point of entry to each residential dwelling but outside the perimeter of the unit on which the residential dwelling is constructed.

(h) **Driveways.** All individual driveways which provide access to individual units and their appurtenant common elements between the point of connection to the roadway and the perimeter of the unit.

Section 3. Responsibilities. The respective responsibilities for the maintenance, decoration, repair and replacement of the common elements and the improvements constructed within units are as follows:

(a) **Primary Responsibility of Co-owners for Units, Residential Dwellings and Limited Common Elements.** It is anticipated that a separate residential dwelling will be constructed within each unit depicted on Exhibit B hereto. For each individual unit purchased, except as otherwise expressly provided, repair and replacement of any dwelling, all areas within the unit and appurtenant limited common elements shall be that of that individual co-owner and shall be subject at all times to the approval of the Association and to reasonable aesthetic and maintenance standards prescribed by the Association in duly adopted rules and regulations.

As appurtenances that may be located within units or within common element areas, both limited and general, or within public rights of way as now exist or may be hereafter dedicated, but whose maintenance are still the responsibility of the co-owner, are as follows:

- (1) Individual water service laterals and meters between the dwelling and water main.
- (2) Individual sanitary sewer laterals between the dwelling and sanitary sewer main.
- (3) Driveways from the point of the main access roadway (defined as the portion of roadway servicing more than one dwelling) to the dwelling.
- (4) Individual gas service leads and meters between the gas main and the dwelling.
- (5) Individual electric service laterals and meters between the transformer and the dwelling.
- (6) Individual telephone services between the junction box and the dwelling.
- (7) Individual cable TV services between the junction box and the dwelling.

- (8) Lawn areas within each unit and between the boundaries of each unit and the point of access of the main roadway (defined as a portion of the roadway servicing more than one dwelling), including lawn areas within any right of way of any road or street; the parameters of which are bounded by the extension of the yard lines of each unit to the roadway.
- (9) Sidewalks within each unit and between the boundaries of each unit and the point of access of the main roadway (defined as a portion of the roadway servicing more than one dwelling, including sidewalks within any right of way or any road or street); the parameters of which are bounded by the extension of the yard lines of each unit to the roadway. Sidewalks shall be kept clear of snow, ice, debris and other obstructions and impediments to pedestrian use.

(b) Association Responsibility for Units, Dwellings and Limited Common Elements.

- (1) **Failure of the Co-Owner to Perform Maintenance Responsibilities.** If the Association determines, in its sole discretion, that maintenance, repair, decoration or replacement is required as a result of the failure of the co-owner to perform his responsibility as set forth in (a) above, or as a result of negligence, fault or improper conduct of a co-owner, the Association (and/or the Developer during the construction and sales period) shall have the right, but not the obligation, to take whatever action or actions it deems desirable to so maintain, decorate, repair or replace any and/or all such items as it deems desirable to so maintain, decorate, repair or replace, all at the expense of the co-owner of the unit. Failure of the Association (or the Developer) to take any such action shall not be deemed a waiver by the Association (or the Developer) of the right to take any such action at a future time. All costs incurred by the Association (or the Developer) in performing any responsibilities under this Article which are required in the first instance to be borne by any co-owner shall be assessed against such co-owner and shall be due and payable with his monthly assessment next falling due; further the lien for non-payment shall attach, as in all cases of regular assessments, and such assessments may be enforced by the use of



all means available to the Association under the Condominium Documents and by law for the collection of regular assessments, including, without limitation, legal action, foreclosure of the lien securing payment and imposition of fines.

- (2) **Other.** In order to provide for flexibility in administering the Condominium, the Association, acting through its Board of Directors, may undertake such other regularly recurring, reasonably uniform, periodic exterior maintenance functions with respect to dwellings or other improvements constructed or installed within any unit boundaries and their appurtenant common elements as it may deem appropriate. Nothing herein contained, however, shall compel the Association to undertake any such additional responsibilities. Any such additional services undertaken by the Association shall be charged to any affected co-owner on a reasonably uniform basis and collected in accordance with the assessment procedures established under Article II of the Bylaws. The Developer, in the initial maintenance budget for the Association, shall be entitled to determine the nature and extent of such services and reasonable rules and regulations may be promulgated in connection therewith.

(c) **General Common Elements.** The cost of maintenance, repair and replacement of all general common elements shall be borne by the Association subject to any provision of the Condominium Documents expressly to the contrary.

Section 4. Use of Units and Common Elements. No co-owner shall use his unit or the common elements in any manner inconsistent with the purpose of the Project or in a manner which will interfere with or impair the rights of any other co-owner in the use and enjoyment of his unit or the common elements.

ARTICLE V UNIT DESCRIPTION AND PERCENTAGE OF VALUE

Section 1. Description of Units. Each unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of Franklin Farms as surveyed by Wolverine Engineering, Inc., and attached hereto as Exhibit B. Each unit shall consist of the area contained within the unit boundaries as shown in Exhibit B hereto and delineated with heavy outlines, together with all appurtenances thereto. All dwellings shall be constructed within unit boundaries unless expressly approve otherwise in writing by the Association.

Section 2. Percentage of Value. The percentage of value assigned to each of the units shall be equal. The determination that percentages of value should be equal was made after reviewing the comparative characteristics of each unit

which affect value and concluding that there are not material differences among the units insofar as the allocation of percentages of value is concerned. The percentage of value assigned to each unit shall be determinative of each co-owner's respective share of the common elements of the Condominium Project and the value of such co-owner's vote at meetings of the Association. The total value of the Project is 100%.

Section 3. Proceeds and Expenses of Administration. The proportionate share of each respective co-owner in the proceeds and the expenses of administration shall be shared equally by the co-owners of all units.

ARTICLE VI EASEMENTS

Section 1. Easement for Maintenance of Encroachments and Utilities. In the event of any encroachment due to shifting, settling or moving of a building, or due to survey errors, or construction deviations, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for maintenance, repair and replacement thereof following damage or destruction. There shall be easements to, through and over the entire Project including all of the land, structures, buildings and improvements therein for the continuing maintenance and repair of all utilities in the Condominium.

Section 2. Easement for Maintenance. 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 their appurtenant areas and common elements in the Project, for access to the units and the residential dwellings that are constructed within the Project to permit the maintenance, decoration, repair and replacement thereof in accordance with the provisions of Article IV, Section 3 hereof and in accordance with the terms hereinafter set forth. Each co-owner shall, in the first instance, be responsible for decoration, maintenance, repair and replacement of the residential dwelling constructed within his unit in the Project, together with all appurtenances thereto, whether lying within the unit or the area immediately surrounding the same. In the event such co-owner fails to maintain such residential dwelling and its appurtenances in accordance with the standards imposed by the Association and the Condominium Documents, however, the Association may enter upon the unit and the areas appurtenant thereto and perform any required decoration, maintenance, repair or replacement in accordance with the provisions of Article VI, Section 5 below and assess the costs thereof to the pertinent co-owner in accordance with the provisions of Article II of the Bylaws.

Section 3. Storm Sewer, Storm Drainage and Detention Area Easements. There shall be easements to and in favor of the City of Mason, a Michigan Municipal Corporation, and the Association, its officers, directors, agents and designees for storm sewers, storm drainage and detention areas. An easement shall exist in, on and over a portion of Units 7 and 8 and 10 through 21 for storm drainage as designated in Exhibit B. An easement shall exist in, on and over a portion of Units 22 through 35, as designated in Exhibit B, for storm sewer drainage. An easement shall exist in the general common areas for storm detention areas as designated in Exhibit B. No structure, fence, swimming pool, or other public or private utility, other than those described in this paragraph and designated in Exhibit

B, shall be placed in, over, on or under the easements without the prior approval of the City of Mason and the Association. The City of Mason and/or the Association have the right to remove any structure, fence or other obstacle in the said easements as may be reasonably necessary to conduct any work in the easement areas. Restoration of any landscaping (other than to fine grade, seed and mulch) shall be the responsibility of the co-owner owning the unit where such easement is located or the Association if the easement is located in a general common element.

Section 4. Rights Retained by Developer.

- (a) **Architectural and Construction Rights.** The Developer reserves to itself, its successors and assigns, the exclusive right to design, determine exterior style of, and build all residential dwellings within Franklin Farms.
- (b) **Dedication of Roadways.** The Developer reserves the right, at any time during the construction and sales period to dedicate to the public a right-of-way of such width as may be required by the local public authority over any and all of the roadways in Franklin Farms, shown as general common elements in the Condominium Subdivision Plan. Any such right-of-way dedication 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 the Condominium Subdivision Plan hereto, recorded in the Ingham County Records. All of the co-owners and mortgagees of units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed as may be required to effectuate the foregoing rights-of-way dedication.
- (c) **Granting Utility Rights to Agencies.** The Developer reserves the right, at any time during the construction and sale period, to grant easements for public or private utilities over, under and across the Condominium to appropriate governmental agencies or public or private utility companies and to transfer title of utilities to governmental agencies or to utility companies. Any such easement or transfer of title may be conveyed by the Developer without the consent of any co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to the Master Deed and to Exhibit B hereto, recorded in the Ingham County

Records. All of the co-owners and mortgagees of the 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 as may be required to effectuate the foregoing grant of easement or transfer of title.

- (d) **Utility Easements.** The Developer hereby reserves for the benefit of itself, its successors and assigns, perpetual easements to utilize, tap, tie into, extend and enlarge all utility mains located in the condominium, including, but not limited to, water, gas, storm and sanitary sewer mains. In the event Developer, its successors or assigns, utilize, taps, ties into, extends or enlarges any utilities located in the condominium, it shall be obligated to pay all expenses reasonably necessary to restore the condominium premises to their state immediately prior to such utilization, tapping, tying-in, extension or enlargement. All expenses of maintenance, repair and replacement of any utility mains referred to in this subsection which are not owned by a governmental agency or public utility company shall be shared by this condominium and any developed portions of the land which are served by such mains. The co-owners of this condominium shall be responsible, from time to time, for payment of a proportionate share of said expenses, which share shall be determined by multiplying such expenses times fraction, the numerator of which is the number dwelling units in this condominium, and the denominator of which is comprised of the numerator plus all other dwelling units in the land that is served by such mains.

Section 5. 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, right-of-entry and right-of-way over, under and across the Condominium Premises for utility purposes, access purpose or other lawful purposes as may be necessary for the benefit of the Condominium Project, subject however, to the approval of the Developer during the construction and sales period. No easements created under the Condominium Documents may be modified, nor may any of the obligations with respect thereto be varied, without the consent of each person benefited thereby.

Section 6. Easement for Development, Maintenance, Repair and Replacement. The Developer, the Association and all public or private utilities shall have such easements over, under, across and through the Condominium Premises,



including all units and common elements as may be necessary to develop, establish, construct, market and operate any units, dwellings or appurtenances within the land described in Article II hereof, and also 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 or by law. 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 unit or its appurtenant common elements. Also, as indicated in this Article VI, Section 2, it is a matter of concern that a co-owner may fail to properly maintain the dwelling and its appurtenances located within his unit and its appurtenant common elements or rights-of-way in accordance with standards established by the Association. Therefore, in the event a co-owner fails, as required by this Master Deed, the Bylaws or any rules and regulations promulgated by the Association to properly and adequately maintain, decorate, repair, replace or otherwise keep his unit or any improvements or appurtenances located therein or any common elements or rights of way appurtenant thereto, the Association (and/or the Developer during the construction and sales period) shall have the right, and all necessary easements in furtherance thereof (but not the obligation) to take whatever action or actions it deems desirable to so maintain, decorate, repair or replace the unit, its appurtenances, or any of its appurtenant common elements, all at the expense of the co-owner of the unit. Failure of the Association (or the Developer) to take any such action shall not be deemed a waiver of the Association's (or the Developer's) rights to take such action at a future time. All costs incurred by the Association or the Developer in performing any responsibilities which are required, in the first instance to be borne by any co-owner, shall be assessed against such co-owner and shall be due and payable with his monthly assessment next falling due; further, the lien for non-payment shall attach as in all cases of regular assessments and such assessments may be enforced by the use of all means available to the Association under the Condominium Documents and by law for the collection of regular assessments including, without limitation, legal action, foreclosure of the lien securing payment and imposition of fines.

Section 7. Telecommunication Agreements. The Association, acting through its duly constituted Board of Directors and subject to the 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 telecommunications, video text, broad band cable, satellite dish, earth antenna and similar services (collectively "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 grant any easement, license or right of entry to do any other act or thing which will violate any provision of any federal, state or local law or ordinance. Any and all sums paid by any telecommunications company or other company or entity in connection with such service, including fees, if any, 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.

ARTICLE VII AMENDMENT

This Master Deed and the Condominium Subdivision Plan may be amended with the consent of 66-2/3% of the co-owners, except as hereinafter set forth:

Section 1. Modification of Units or Common Elements. No unit dimension may be modified in any material way without the consent of the co-owner of such unit, nor may the nature or extent of limited common elements or the responsibility for maintenance, repair, or replacement thereof be modified in any material way without the written consent of the co-owner of any unit to which the same are appurtenant, except as otherwise expressly provided in this Master Deed or in the Bylaws to the contrary.

Section 2. Mortgagee Consent. Whenever a proposed amendment would materially alter or change the rights of mortgagees generally, then such amendments shall require the approval of 66-2/3% of all first mortgagees of record, allocating one vote for each mortgage held.

Section 3. By Developer. Prior to one (1) year after expiration of the construction and sales period, the Developer may, without the consent of any co-owner or any other person, amend this Master Deed and the Condominium Subdivision Plan attached as Exhibit B in order to correct, survey, or other errors made in such documents, and to make such other amendments to such instruments and to the Bylaws attached hereto as Exhibit A as do not materially diminish any rights of any co-owners or mortgagees in the Project. The effect of modifications and amendments made for the benefit of all mortgage lenders generally to satisfy any primary or secondary institutional mortgage loan lender shall be presumed to be an immaterially diminishing impact on such rights.

Section 4. Change in Percentages of Value. The value of the vote of any co-owner and the corresponding proportion of common expense assessed against such co-owner shall not be modified without the written consent of such co-owner and his mortgagee, nor shall the percentage of value assigned to any unit be modified without like consent, except as provided in this Master Deed or in the Bylaws.

Section 5. Termination, Vacation, Revocation or Abandonment. The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of the Developer and 80% of non-developer co-owners.

ARTICLE VIII ASSIGNMENT

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

WITNESSES:

ESQUIRE DEVELOPMENT AND
CONSTRUCTION, INC.

Deborah S. Stehlik
Deborah S. Stehlik

by James Bonfiglio
James Bonfiglio

Vicki L. Bartley
Vicki L. Bartley
STATE OF MICHIGAN)
)ss.

COUNTY OF INGHAM)

On this 16th day of May, 2001, the foregoing Master Deed was acknowledged before me by James Bonfiglio, President of Esquire Development and Construction, Inc., a Michigan corporation, on behalf of the corporation.

Vicki L. Bartley
Vicki L. Bartley, Notary Public, Ingham County
MI. My commission expires March 1, 2003.

Master Deed drafted by:

James Bonfiglio
4127 Okemos Road, Suite 1
Okemos MI 48864

When recorded, return to drafter.

EXHIBIT A FRANKLIN FARMS BYLAWS

ARTICLE I ASSOCIATION OF CO-OWNERS

Franklin Farms, a residential Condominium Project located in the City of Mason, Ingham County, Michigan, shall be administered by an Association of co-owners which shall be a non-profit corporation, hereinafter called 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 Project 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(8) of the Act and the Bylaws provided for under the Michigan NonProfit Corporation Act. Each co-owner shall be entitled to membership and no other person or entity shall be entitled to membership. 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 his unit. The Association shall keep current copies of the Master Deed, all amendments to the Master Deed, and other condominium documents for the Condominium Project available at reasonable hours to co-owners, prospective purchasers, mortgagees and prospective mortgagees of units in the Condominium Project. All co-owners in the Condominium Project and all persons using or entering upon or acquiring any interest in any unit therein or the common elements thereof shall be subject to the provisions and terms set forth in the aforesaid condominium documents.

ARTICLE II 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 thereof in accordance with the following provisions:

Section 1. Assessment for Common Elements. All costs incurred by the Association in satisfaction of any liability arising within, caused by or connected with the common elements or the administration of the Condominium Project shall constitute expenditures affecting the administration of the Project, 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. Determination of Assessments. Assessment shall be determined in accordance with the following provisions:

- (a) **Budget; Regular 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 payments as set forth in Section 2(c) below rather than by special assessments. At a minimum, the reserve fund shall be equal to 10% of the Association's current annual budget on a noncumulative basis. Since the minimum standard required by this subparagraph may prove to be inadequate for this particular project, the Association of co-owners 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 assessment for said year shall be established based upon said budget. The annual assessments as so determined and levied shall constitute a lien against all co-owners as of the first day of the fiscal year to which the assessments relate. Failure to deliver a copy of the budget to each co-owner shall not affect or in any way diminish such lien or the liability of any co-owner for any existing or future assessments. Should the Board of Directors at any time decide, in the sole discretion of the Board of Directors (1) that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the condominium; (2) to provide replacements of existing common elements; (3) to provide additions to the common elements not exceeding \$1,000 annually for the entire Condominium Project; or, (4) that an emergency exists, the Board of Directors shall have the authority to increase the general 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 consent, to levy assessments pursuant to the provisions of Article V, Section 3 hereof. 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.

- (b) **Special Assessments.** Special assessments, in addition to those required in subparagraph (a) 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 requirements of the Association, including, but not limited to: (1) assessments for additions to the common elements of a cost exceeding \$1,000 for the entire Condominium Project per year; (2) assessments to purchase a unit upon foreclosure of the lien for assessments described in Section 5 hereof; and, (3) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this subparagraph (b) (but not including those assessments referred to in subparagraph 2(a) 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 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 the members thereof.
- (c) **Apportionment of Assessments.** All assessments levied against the co-owners to cover expenses of administration shall be apportioned among and paid by the co-owners in accordance with each co-owner's percentage of value as provided in Article V, Section 2 of the Master Deed, and without increase or decrease for the existence of any rights to the use of limited common elements appurtenant to a unit except as otherwise specifically provided in the Master Deed. Annual assessments as determined in accordance with Article II, Section 2(a) above shall be payable by co-owners in periodic installments, commencing with acceptance of a deed to 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.

Section 3. Developer's Responsibility for Assessments. During the construction and sales period as defined in Article III, Section 10 of the Master Deed, the Developer of the Condominium, even though a member of the Association, shall not be responsible for payment of the periodic Association assessment. The Developer, however, shall during the construction and sales period pay a proportionate share of the Association's current maintenance expenses actually incurred to the total number of units in the Condominium. In no event shall Developer be responsible for payment during the construction and sales period of any assessments for deferred maintenance, reserves for replacement, for capital improvements or other special assessments, except with respect to occupied units owned by it. Developer shall not be responsible at any time for payment of said monthly assessment or payment of any expenses whatsoever with respect to units not completed, notwithstanding the fact that such units not completed may have been included in the Master Deed. Further, the Developer shall in no event be liable for any assessment levied in whole or in part to purchase any Unit from the Developer or to finance any litigation or other claims against the Developer, any cost of investigating and preparing such litigation or claim or any similar or related costs. "Occupied Unit" shall mean a unit used as a residence. "Completed Unit" shall mean a unit with respect to which a certificate of occupancy has been issued by the City of Mason.

Section 4. Penalties for Default. The payment of an assessment shall be in default if any installment thereof is not paid to the Association in full on or before the due date for such installment. A late charge not to exceed \$25 per installment may be assessed automatically by the Association upon each installment in default for ten or more days until paid in full. The Association may, pursuant to Article XIX, Section 4 and Article XX hereof, levy fines for late payment of assessments (including fines for late payment and costs of collection and enforcement of payment) pertinent to his unit which may be levied while such co-owner is the owner thereof, except a land contract purchaser from any co-owner including 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 attorney's 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 5. Liens for Unpaid Assessments. Sums assessed to the Association which remain unpaid, including but not limited to regular assessments, special assessments, fines and late charges, shall constitute a lien upon the unit or units in the Project owned by the co-owner at the time of the assessment and upon the proceeds of sale thereof. Any such unpaid sum shall constitute a lien against the unit as of the first day of the fiscal year to which the assessment, fine or late charge relates and shall be a lien prior to all claims except real property taxes and first mortgages of record. All charges which the Association may levy against any co-owner shall be deemed to be assessments for purposes of this section and Section 108 of the Act.

Section 6. Waiver of Use or Abandonment of Unit. No co-owner may except himself from liability for his contribution toward the expenses of administration

by the waiver of the use or enjoyment of any of the common elements or by the abandonment of his unit.

Section 7. Enforcement.

- (a) **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 that secures payment of assessments. In the event of default by a co-owner in the payment of any installment of the annual assessment levied against his 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 days written notice to such co-owner of its 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 his 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 him. The Association may also assess fines for the late payment or non-payment of assessments in accordance with the provisions of Article XIX, Section 4 of these Bylaws. All of these remedies shall be cumulative and not alternative.
- (b) **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 by either 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 acknowledge that at the time of acquiring title to such unit, he was notified of the provisions of this subparagraph and that he 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 subject unit.

- (c) **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 his or their last known address, a written notice that one or more installments of the annual assessment levied against the pertinent unit is or are delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within ten (10) days after the date of mailing. Such written notice shall be accompanied by a written affidavit of an authorized representative of the Association that sets forth (i) the affiant's capacity to make the affidavit; (ii) the statutory and other authority for the lien; (iii) the amount outstanding (exclusive of interest, costs, attorney's fees and future assessments); (iv) the legal description of the subject unit(s); and, (v) the name(s) of the co-owner(s) of record. Such affidavit shall be recorded in the office of the Ingham County Register of Deeds prior to commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing. If the delinquency is not cured within the ten (10) day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law. In the event the Association elects to foreclose the lien by advertisement, the Association shall so notify the delinquent co-owner and shall inform him that he may request a judicial hearing by bringing suit against the Association.

- (d) **Expenses of Collection.** The expenses incurred in collecting unpaid assessments, including interest, costs, actual attorney's 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 a lien on his unit.

Section 8. Statement 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. 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 as may exist or a statement that none exist, which statement shall be binding upon the Association for the period stated therein. Upon the payment of that such within the period stated, the Association's lien for assessments as to such unit shall be deemed satisfied; provided, however, that the failure of a purchaser to request such statement at least five days prior to the closing of the purchase of such unit shall render any unpaid assessments and the lien securing the same fully enforceable against such purchaser and unit itself, to the extent provided by the Act.

Section 9. 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).

Section 10. Property Taxes and Special Assessments. All property taxes and special assessments levied by any public taxing authority shall be assessed in accordance with Section 131 of the Act.

Section 11. Personal Property Tax Assessment of Association Property. The Association shall be assessed as the person or entity in possession of any tangible personal property the Condominium Project owned or possessed in common by the co-owners and personal property taxes based thereon shall be treated as expenses of administration.

Section 12. 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.

ARTICLE III ARBITRATION

Section 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 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 of the Association, shall be submitted to arbitration and the parties thereto shall accept the arbitrator's decision as final and binding, 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.

Section 2. Judicial Relief. In the absence of the election and written consent of the parties pursuant to Section 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. 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.

ARTICLE IV INSURANCE

Section 1. Extent of Coverage. The Association shall, to the extent appropriate in light of the nature of the common elements, carry fire and extended coverage, vandalism and malicious mischief and liability insurance (in a minimum amount to be determined by the Developer or the Association, in its discretion), officers and directors liability insurance, flood insurance, if applicable, workers compensation insurance, if applicable, and any other insurance the Association may deem applicable, desirable or necessary pertinent to the Condominium Project and to the ownership, use and maintenance of the common elements and certain other portions of the Condominium Project, as set forth below, and such insurance, other than title insurance, shall be carried and administered in accordance with the following provisions:

- (a) **Responsibilities of Co-owners and Association, Indemnification.** All such insurance shall be purchased by the Association for the benefit of the Association, the Developer 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. Each co-owner shall obtain additional insurance coverage at his own expense upon his unit, including any structures erected thereon. It shall be each co-owners responsibility to determine, by personal investigation or from his own insurance advisors, the nature and extent of insurance coverage adequate to his needs, and thereafter, to obtain

insurance coverage for his real and personal property needs, including but not limited to, any structures built upon co-owner's unit, personal property and any additional fixtures, equipment and trim located within his unit or common elements appurtenant to his unit, and for his personal liability for occurrences within his unit or the common elements and also for alternate living expenses in the event of loss, and the Association shall have absolutely no responsibility for obtaining such coverage.

- (b) **Insurance of Dwellings, Common Elements and Fixtures.** All common elements of the Condominium Project shall be insured against fire and other perils covered by a standard extended coverage endorsement, in an amount equal to the current 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 representative 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 provision shall be invoked 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 any properly constituted meeting to change the nature and extent of any applicable coverage, if so determined. Upon such annual reapplication and effectuation of coverage, the Association shall notify all co-owners of the nature and extent of all changes in coverage. It shall be each co-owner's responsibility to determine the necessity for and to obtain insurance coverage for the co-owner's unit, any structures placed thereon, all fixtures, equipment, trim and other items or attachments within the dwelling or common

elements appurtenant thereto, and the Association shall have no responsibility whatsoever for obtaining such coverage unless agreed specifically and separately between the Association and the co-owner in writing.

- (c) **Premium Expense.** All premiums on insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration.
- (d) **Proceeds of Insurance Policies.** Proceeds of all insurance policies owned by the Association shall be received by the Association, held in separate account and distributed to the Association and the co-owners and their mortgagees, as their interest may appear; provide, however, whenever repair or reconstruction of the condominium shall be required as provided in Article V 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.

Section 2. Authority of Association to Settle Insurance Claims. Each co-owner, by ownership of a unit in the Condominium Project, shall be deemed to appoint the Association as his 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, his unit and the common elements appurtenant thereto, with such insurer as may, from time to time, provide such insurance for the Condominium Project and/or the Association. Without limitation on the generality of the foregoing, the Association, as said attorney, shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums therefor, to collect proceeds, to distribute the same to the Association, the co-owners and respective mortgagees, as their interest may appear (subject always to 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 3. Waivers of Subrogation. The Association, as to all policies which it obtains, and all co-owners, as to all policies they obtain, shall use their best efforts to see that all property and liability insurance carried by the Association or any co-owner shall contain appropriate provisions whereby the insurer waives its rights of subrogation as to any claims against any co-owner or the Association.

Section 4. Co-owner Responsibility. A co-owner is solely responsible for any damage to any portion of the condominium caused by the negligence of the co-owner or his family members, guests, employees, agents or pets, whether or not such damage is covered by insurance. Each individual co-owner shall indemnify and hold harmless every other co-owner, the Developer and the Association for all damages and costs, including attorney 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 and shall carry insurance to secure this indemnity if so required by the Association (or the Developer during the development and sales period). This section shall not be construed to give any insurer any subrogation right or other right or claim against any individual co-owner, however.

ARTICLE V RECONSTRUCTION OR REPAIR

Section 1. Responsibility for Reconstruction or Repair. If any part of the condominium premises shall be damaged, the determination of whether or not it shall be reconstructed or repaired shall be made in the following manner:

- (a) **General Common Elements.** If the damaged property is a general common element, the damaged property shall be rebuilt or repaired by the Association unless all of the co-owners and all of the institutional holders of mortgagees on any unit in the Project unanimously agree to the contrary.
- (b) **Unit or Improvements Thereon.** If the damaged property is a unit 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 any mortgagees or other person or entity having an interest in such property, and such co-owner shall be responsible for any reconstruction or repair that he elects to make. The co-owner shall in any event remove all debris and restore his unit and the improvements thereon to a clean and sightly condition satisfactory to the Association and in accordance with the provisions of Article VI hereof as soon as reasonably possible following the occurrence of the damage. The maintenance, repair and replacement of any limited common element used exclusively by one or more but less than all co-owners shall be borne only by those co-owners using the limited common element.

Section 2. Repair in Accordance with Master Deed. Any such reconstruction or repair shall be substantially in accordance with the Master Deed and the original plans and specifications for any damaged improvements located within the unit unless the co-owners shall unanimously decide otherwise.

Section 3. Association Responsibility for Repair. Immediately after the occurrence of a casualty 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 place 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 cost 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, 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. This provision shall not be construed to require replacement of mature trees or vegetation with equivalent trees or vegetation.

Section 4. Timely Reconstruction and Repair. If damage to the general common elements adversely affects the appearance of the Project, the Association shall proceed with replacement of the damaged property without delay.

Section 5. Eminent Domain. The following provisions shall control upon any taking by eminent domain:

- (a) **Taking of Unit or Improvements Thereof.** In the event of any taking of all or any portion of the unit or any improvements thereon 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, notwithstanding any provision of the Act to the contrary. If a co-owner's entire unit is taken by eminent domain, such co-owner and his mortgagee shall, after acceptance of the condemnation award therefor, be divested of all interest in the Condominium Project.
- (b) **Taking of Common Elements.** If there is any taking of any portion of the general common elements, 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 50% 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.
- (c) **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 resurveyed and the Master Deed amended accordingly, and if any unit shall have been taken, then Article V 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 of 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.

- (d) **Notification of Mortgagees.** In the event any unit 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 so notify each institutional holder of a first mortgage lien on any of the units in the condominium.
- (e) **Applicability of the Act.** To the extent not inconsistent with the foregoing provisions, Section 133 of the Act shall control upon any taking by eminent domain.

Section 6. Notification of FHLMC and FNMA. In the event any mortgage in the condominium is held by the Federal Home Loan Mortgage Company ("FHLMC") or by the Federal National Mortgage Association ("FNMA") then, upon request therefor by FHLMC or FNMA, as the case may be, the Association shall give it written notice of any loss to or taking of the common elements of the condominium at such address as it may, from time to time, direct.

Section 7. Priority to Mortgagee Interests. Nothing contained in the Condominium Documents shall be construed to give a co-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 co-owners of insurance proceeds or condemnation awards for losses to or a taking of condominium units and/or common elements.

ARTICLE VI RESTRICTIONS

All of the units in the condominium shall be held, used and enjoyed subject to the following limitations and restrictions.

Section 1. Residential Use. No unit in the condominium shall be used for other than single family residential purposes and the common elements shall be used only for purposes consistent with the use of single family residences. Neither the units nor the common elements shall be used in violation of applicable zoning and other ordinances of the City of Mason or in violation of other pertinent laws and/or public regulations.

Section 2. Leasing and Rental.

- (a) **Right to Lease.** A co-owner may lease his unit for the same purposes set forth in Section 1 of this Article VI provided that written disclosure of such

lease transaction is submitted to the Board of Directors of the Association in the manner specified in subsection (b) below. With the exception of a lender in possession of a unit following a default of a first mortgage and 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 may lease any number of units in the condominium at its discretion.

(b) **Leasing Procedure.** The leasing procedure of units in the Project shall conform to the following provisions:

- (1) A co-owner, including the Developer, 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 to a potential lessee 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 Developer desires to rent units before the transitional control date, it shall notify either the Advisory Committee or each co-owner in writing.
- (2) Tenants and non-owner occupants shall comply with all of the conditions of the Condominium Documents and all leases and rental agreements shall so state.
- (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:

(i) The Association shall notify the co-owner by certified mail advising of the alleged violation by the tenant.

(ii) The co-owner shall have 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.

(iii) If after 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 conditions of the Condominium Documents. The relief provided for 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.

- (4) When a co-owner is in arrears to the Association for assessments, the Association may give written notice to of the arrearage to a tenant occupying a co-owners 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 future 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.
- (5) The Association, in its discretion, may require each co-owner who leases his unit to obtain from his tenant the maximum security deposit permitted by law. The Association may further require such security deposit be remitted to it to be held by it to secure the faithful performance by both the tenant

and the landlord of the terms and provisions of the lease between them and of the terms and conditions of the Condominium Documents. The Association may make such further rules and regulations relative to this provision as it may deem necessary or appropriate.

Section 3. Architectural Control. No dwelling, structure or other improvement shall be constructed within a condominium unit or elsewhere within the Condominium Project, nor shall any exterior modifications be made to any existing dwelling, structure or improvement, unless plans and specifications therefor, containing such detail as the Developer may reasonably request, have first been approved in writing by the Developer. Construction of any dwelling or other improvements must also receive any necessary approvals from the City of Mason. Developer shall have the right to refuse to approve any such plans or specifications or grading or landscaping plans, which are not suitable or desirable in its opinion for aesthetic or other reasons, and in passing upon such plans and specifications it shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, the site upon which it is proposed to be constructed and the degree of harmony thereof with the condominium as a whole. Developer may also, in its discretion, require as a condition of approval of any plans, an agreement for special assessment of increased maintenance charges from any co-owner whose proposed dwelling and appurtenances and related improvements will cause the Association abnormal expense in carrying out its responsibilities with respect thereto under the Master Deed. The purpose of this section is to assure the continued maintenance of the condominium as a beautiful and harmonious residential development and shall be binding upon both the Association and upon all co-owners. Developer's rights under this Article VI, Section 3 during the construction and sales period may, in Developer's discretion, be assigned to the Association or other successor to Developer. After the construction and sales period, rights under this Article VI, Section 3, shall pass to the Association. Developer may construct any improvements upon the condominium premises that it may, in its sole discretion, elect to make without the necessity of prior consent from the Association or any other person or entity, subject only to the express limitations contained in the Condominium Documents.

Section 4. Alterations and Modifications of Units and Common Elements. No co-owner shall make alterations, modifications or changes in any of the units or common elements, limited or general, without the express written approval of the Board of Directors (and the Developer during the construction and sales period), including, without limitation, the erection of antennas of any sort (including dish antennas), lighting, aerials, awnings, newspaper holders, basketball backboards, mailboxes flag poles or other exterior attachments or modifications. No attachment, appliance or other item may be installed which is designed to kill or repel insects or other animals by light or humanly audible sound. No co-owner shall in any way restrict access to any utility line or any other element that must be accessible to service the common elements or any element which affects an Association responsibility in any way.

Section 5. Activities. No immoral, improper, unlawful or offensive activity shall be carried on in any unit or upon the common elements, nor shall anything be

done which may be or become an annoyance or a nuisance to the co-owners of the condominium. No unreasonably noisy activity shall occur in or on the common elements or in any unit at any time, and disputes among co-owners arising as a result of this provision which cannot be amicably resolved shall be arbitrated by the Association. No co-owner shall do or permit anything to be done or keep or permit to be kept in his unit or on the common elements anything that will increase the rate of insurance on the condominium without the written approval of the Association. The co-owner shall be assessed and shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition even if approved. Activities which are deemed offensive and are expressly prohibited include, but are not limited to, the following: Any activity involving the use of firearms, air rifles, pellet guns, BB guns, bows and arrows, or other similar dangerous weapons, projectiles or devices.

Section 6. Pets. No animal may be kept or bred for any commercial purpose and shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No animal may be permitted to run loose at any time upon the common elements and any animal shall, at all times, be leashed and attended by some responsible person while on the common elements. No savage or dangerous animal shall be kept and any co-owner who causes any animal to be brought or kept upon the premises of the condominium shall indemnify and hold harmless the Association for any loss, damage or liability which the Association may sustain as the result of the presence of such animal on the premises, whether or not the Association has given its permission therefor. Each co-owner shall be responsible for collection and disposition of all fecal matter deposited by any pet maintained by such co-owner. No dog which barks and can be heard on any frequent or continuing basis shall be kept in any unit or on the common elements. The Association may charge all co-owners maintaining animals a reasonable additional assessment to be collected in the manner provided in Article II of these Bylaws in the event that the Association determine such assessment necessary to defray the maintenance cost to the Association of accommodating animals within the condominium. The Association may, without liability to the owner thereof, remove or cause to be removed any animal from the condominium which it determines to be in violation of the restrictions imposed by this section. The Association shall have the right to require that any pets be registered with it and may adopt such additional reasonable rules and regulations with respect to animals as it may deem proper. In the event of any violation of this section, the Board of Directors of the Association may assess fines for such violation in accordance with these Bylaws and in accordance with duly adopted rules and regulations of the Association.

Section 7. Aesthetics. The common elements shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind, except as provided in duly adopted rules and regulations of the Association. Garage doors shall be kept closed at all times except as may be reasonably necessary to gain access to or from any garage. No unsightly condition shall be maintained on any patio, porch or deck and only furniture and equipment consistent with the normal and reasonable use of such areas shall be permitted to remain there during seasons when such areas are reasonably in use. Trash receptacles shall be maintained in areas designated therefor at all times and shall not be permitted to remain elsewhere on the common elements except for such short periods of time as may be

reasonably necessary to permit periodic collection of trash. The common elements shall not be used in any way for the drying, shaking or airing of clothing or other fabrics. In general, no activity shall be carried on nor condition maintained by co-owner, either in his unit or upon the common elements, which is detrimental to the appearance of the condominium.

Section 8. Vehicles. No trucks, trailers, house trailers, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, motorcycle trailers, motorcycles, all terrain vehicle trailers, all terrain vehicles, snowmobiles, snowmobile trailers or vehicles, other than automobiles or vehicles used primarily for general personal transportation purposes may be parked or stored upon the premises of the condominium, unless parked in the garage with the door closed. No inoperable vehicles of any type may be brought or stored upon the Condominium Premises, either temporarily or permanently. Commercial vehicles and trucks shall not be parked in or about the condominium (except as above provided), unless while making deliveries or pickups in the normal course of business. Each co-owner shall park his car in the garage space provided residences constructed on particular units. Co-owners shall, if the Association shall require, register with the Association all cars, trucks, trailers, house trailers, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, motorcycle trailers, motorcycles, all terrain vehicle trailers, all terrain vehicles, snowmobile trailers, snowmobiles, or other similar items or vehicles maintained on the Condominium Premises. Overnight parking on any streets in the condominium is prohibited except as the Association may make reasonable exceptions thereto, from time to time.

Section 9. Advertising. No signs or other advertising devices of any kind shall be displayed which are visible from another unit or the common elements, including "For Sale" signs, without written permission from the Association and during the construction and sales period, from the Developer.

Section 10. 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 condominium or 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 such rules, regulations and amendments thereto shall be furnished to all co-owners.

Section 11. Right to Access of Association. The Association or its duly authorized agents shall have access to each unit, improvements constructed thereon and any common elements appurtenant thereto 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, improvements constructed thereon and any common elements appurtenant thereto at all times without notice as may be necessary to make emergency repairs, to prevent damage to the common elements or to another unit; provided, however, that the Association and its agents shall be entitled to enter a dwelling only in the event of circumstances which are life endangering or which threaten substantial damage to property. The



Association may gain and require 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 his unit, improvements thereon and any limited common elements appurtenant thereto caused thereby.

Section 12. Landscaping. No co-owner shall perform any landscaping or plant any trees, shrubs or flowers or place any ornamental materials upon the common elements without prior approval of the Association.

Section 13. Common Element Maintenance. Sidewalks, yards, landscaped areas, driveways, roads, parking areas, porches, patios and decks shall not be obstructed nor shall they be used for purposes other than that for which they are reasonably and obviously intended. No bicycles, vehicles, chairs or other obstructions may be left unattended on or about the common elements.

Section 14. Co-Owner Maintenance. Each co-owner shall maintain his unit and the improvements thereon in a safe, clean and sanitary condition. Each co-owner shall also use due care to avoid damaging any and all of the common elements including, but not limited to, the telephone, water, gas, plumbing, electrical or other utility conduits and systems and any other common elements in any unit which are appurtenant to or which may affect any other unit. Each co-owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the common elements by him, or his family, guests, agents or invitees, unless such damage 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 the 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 II hereof.

Section 15. Reserved Rights of Developer.

- (a) **Prior Approval by Developer.** During the construction and sales period, no buildings, fences, walls, retaining walls, drives, walks or other structures or improvements shall be commenced, erected or maintained, nor shall any addition to or change or alteration to any structure be made (including in color or design), except interior alterations which do not affect structural elements of improvements constructed upon any unit, nor shall any hedges, trees or substantial plantings or landscaping modifications be made until plans and specifications acceptable to Developer showing the nature, kind, shape, height, materials, color scheme, location and approximate cost of such structure or improvement and the grading or landscaping plan of the area to be affected shall have been submitted to and approved in writing by Developer, its successors or assigns, and a copy of



said plans and specifications or grading or landscaping plans which are not suitable or desirable in its opinion for aesthetic or other reasons; and in passing upon such plans, specifications, grading or landscaping, it shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, the site upon which it is proposed to effect the same, and the degree of harmony thereof with the condominium as a whole and any adjoining properties under development or proposed to be developed by the Developer. The purpose of this section is to assure the continued maintenance of the condominium as a beautiful and harmonious residential development, and shall be binding upon both the Association and upon all co-owners.

- (b) **Developer's Rights in Furtherance of Development and Sales.** None of the restrictions contained in this Article VI shall apply to the commercial activities or signs or billboards, if any, of the Developer during the construction and sales period or of the Association in furtherance of its powers and purposes set forth herein and in its Articles of Incorporation, as the same may be amended from time to time. Notwithstanding anything to the contrary elsewhere contained herein, Developer shall have the right 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 entire project by Developer; and may continue to do so during the entire construction and sales period. Developer shall restore the areas so utilized to habitable status upon termination of use.
- (c) **Enforcement of Bylaws.** The Condominium Project 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 in a manner consistent with the maintenance of such high standards, then Developer, or any entity to which it 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. The Developer shall have the right to enforce these Bylaws throughout the construction and sales period, which right of enforcement shall include (without limitation) an action to restrain the Association or any co-owner from any activity prohibited by these Bylaws.

ARTICLE VII MORTGAGES

Section 1. Notice to Association. Any co-owner who mortgages his unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such information in a book entitled "Mortgages 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 2. Insurance. The Association shall notify each mortgagee appearing in said book of the name of each company insuring the general common elements against fire, perils covered by extended coverage, and vandalism and malicious mischief and the amounts of such coverage.

Section 3. Notification of Meetings. Upon 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 VIII VOTING

Section 1. Vote. Except as limited in these Bylaws, each co-owner shall be entitled to one vote for each condominium unit owned.

Section 2. Eligibility to Vote. No co-owner, other than Developer, shall be entitled to vote at any meeting of the Association until he has presented evidence of ownership of a unit in the Condominium Project to the Association. Except as provided in Article XI, Section 2 of these Bylaws, no co-owner, other than Developer, shall be entitled to vote prior to the date of the first annual meeting of members held in accordance with Section 2 of Article IX. 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 3 of this Article VIII below or by proxy given by such individual representative. The Developer shall be the only person entitled to vote at a meeting of the Association until the first annual meeting of members. The Developer shall be entitled to one vote for each unit which Developer owns.

Section 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 notice 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 condominium 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-owner at any time by filing a new notice in the manner herein provided.

Section 4. Quorum. The presence in person or by proxy of 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 require 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 5. Voting. Votes may be cast only in person or by 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.

Section 6. Majority. A majority, except where otherwise provided herein, shall consist of more than 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. Whenever provided specifically herein, a majority may be required to exceed the simple majority hereinabove 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 IX MEETINGS

Section 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 Sturgis' Code of Parliamentary Procedure, Roberts Rules of Order, or some other generally recognized manual of parliamentary procedure, when not otherwise in conflict with the Condominium Documents (as defined in the Master Deed) or the laws of the State of Michigan.

Section 2. First Annual Meeting. The first annual meeting of members of the Association may be convened only by Developer and may be called at any time after more than 50% of the units in Franklin Farms have been sold and the purchasers thereof qualified as members of the Association. In no event, however, shall such meeting be called later than 120 days after the conveyance of legal or equitable title to non-developer co-owners of 75% of all units or 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. The Developer may call meetings of members for information or other appropriate purposes prior to the first annual meeting of members, and no such meeting shall be construed as the First Annual Meeting of members. 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.

Section 3. Annual Meeting. Annual meetings of members of the Association shall be held on the first Tuesday of April each succeeding year after the year in which the first annual meeting is held, or such other date as may reasonably be established by the Board of Directors, but in any event, no later than June of each year. The annual meeting shall be held at the principal office of the Condominium Association or at such other place as shall be determined by the Board of Directors and set forth in the notice of the meeting; 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 XI of these Bylaws. The co-owners may also transact at annual meetings such other business of the Association as may properly come before them.

Section 4. Special Meetings. Special meetings of the co-owners are to be held at the same place as the annual meeting or such other place as may be set forth in the notice of the meeting. Special meetings of the co-owners may be called at any time by the President, or in his absence, by the Vice President or by a majority of the Board of Directors. It shall be the duty of the Board, President or Vice President to call such a meeting whenever so requested by co-owners holding 33% of the voting rights of the Association.

Section 5. Notice of Meetings. Written notice of co-owners' meetings stating the place, date, time and purpose for which the meeting is called, shall be given by the President, Vice President or Secretary. Such notice shall be given to each co-owner not less than ten (10) nor more than sixty (60) days prior to the date set for such meeting, which notice shall be mailed by first class mail if mailed, or presented personally to each co-owner within such time. If presented personally, an affidavit reflecting such personal delivery shall be executed by the person delivering the notice. If mailed, the notice shall be deemed to be properly given when deposited, postage prepaid, in the United States mail, addressed to the co-owner at his or her address as it appears on the records of the Association. Proof of such mailing shall be given by the affidavit of the person giving the notice. Any co-owner may, by a written statement signed by such co-owner, waive such notice, and such waiver when filed with the records of the Condominium Association, whether before, at, or after the meetings, shall be deemed equivalent to the giving of proper notice to such co-owner.

Section 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 48 hours from the time the original meeting was called.

Section 7. Order of Business. The order of business at all meetings of the members shall be as follows: (a) roll call to determine the voting power

represented at the meeting; (b) proof of notice of meeting or waiver of notice; (c) reading of minutes of preceding meeting; (d) reports of officers; (e) reports of committees; (f) appointment of inspectors of election (at annual meetings or special meetings held for the purpose of electing directors of officers); (g) election of directors (at annual meeting or special meetings held for such purpose); (h) unfinished business; (i) new business; and (j) adjournment. 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 or Treasurer.

Section 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 a written ballot of the members. Ballots shall be solicited in the same manner as provided in Section 5 for the giving of notice of meetings of members. Such solicitations shall specify (a) the number of responses needed to meet the quorum requirements; (b) the percentage of approvals necessary to approve the action; and, (c) 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 specified 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 (i) a number of ballots which equals or exceeds the quorum which would be required if the action were taken at a meeting; and (ii) 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. 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 is 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 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. A 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 X 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 120 days after conveyance to purchasers of one-third (1/3) of the total number of units, whichever first occurs, the 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 the Developer deems advisable, except that if more than 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 purposes shall be held. The purpose of the Advisory Committee shall be to facilitate communications between the temporary Board of Directors and the other co-owners and to aid in the transition of control of the Association from the Developer to purchaser 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. The Developer may remove and replace, at its discretion at any time, any member of the Advisory Committee who has not been elected thereto by the co-owners.

ARTICLE XI BOARD OF DIRECTORS

Section 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, except for the first Board of Directors. Directors shall serve without compensation.

Section 2. Election of Directors.

- (a) **First Board of Directors.** The first Board of Directors, or its successors as selected by the Developer, shall consist of one member and shall manage the affairs of the Association until the appointment of the first non-developer co-owners to the Board. Elections for non-developer co-owner directors shall be held as provided in subsections (b) and (c) below.
- (b) **Appointment of Non-Developer Co-Owners to Board Prior to First Annual Meeting.** Not later than 120 days after conveyance of legal or equitable title to non-developer co-owners of 25% of the units, one of the three directors shall be selected by non-developer co-owners. When the required percentage of conveyances has been reached, the Developer shall notify the non-developer co-owners and request that they hold a meeting and elect the required director. Upon certification by the co-owners to the Developer of the director so elected, the Developer shall then immediately appoint such director to the Board to serve until the first annual meeting of members unless he is removed pursuant to Section 7 of this Article or he resigns or becomes incapacitated.

(c) **Election of Directors At and After First Annual Meeting.**

- (i) Not later than 120 days after conveyance of legal or equitable title to non-developer co-owners of 75% of the 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 director as long as the units that remain to be sold equal at least 10% of all units in the project. Whenever the 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.
- (ii) Regardless of the percentage of units which have been conveyed, upon expiration of 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 the 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 the Developer and for which maintenance expenses are payable by the Developer. This election may increase, but shall not reduce, the minimum election and designation rights otherwise established in subsection (i). Application of this subsection does not require a change in the size of the Board of Directors.
- (iii) 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 (ii), 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 (b) 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, the 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 the Developer to designate one director as provided in subsection (i).

- (iv) At the first annual meeting, two directors shall be elected for a term of two years and one director shall be elected for a term of one year. At such meeting, all nominees shall stand for election as one slate and the two persons receiving the highest number of votes shall be elected for a term of two years and one person receiving the next highest number of votes shall be elected for a term of one year. At each annual meeting held thereafter, either one or two directors shall be elected depending upon the number of directors whose terms expire. After the first annual meeting, the term of office (except for one of the directors elected at the first annual meeting) of each director shall be two years. The directors shall hold office until their successors have been elected and hold their first meeting.
- (v) Once the co-owners have acquired the right hereunder to elect a majority of the Board of Directors, annual meetings of the co-owners to elect directors and conduct other

business shall be held in accordance
with the provisions of Article IX,
Section 3 hereof.

Section 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 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:

- (a) To manage and administer the affairs of and to maintain the Condominium Project and the common elements thereof.
- (b) To levy and collect assessments from the members of the Association and to use the proceeds thereof for the purposes of the Association.
- (c) To carry insurance and collect and allocate the proceeds thereof.
- (d) To rebuild common elements after casualty.
- (e) To contract for and employ persons, firms, corporations or other agents to assist in the management, operations, maintenance and administration of the Condominium Project.
- (f) 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.
- (g) To borrow money and issue evidence 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 66-2/3% of all of the members of the Association.
- (h) To make rules and regulations in accordance with Article VI, Section 10 of these Bylaws.



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

Section 5. Management Agent. The Board of Directors may employ for the Association a professional management agent (which may include the Developer or any person or entity related thereto) at reasonable compensation established by the Board to perform such duties and services in Sections 3 and 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. In no event shall the Board be authorized to enter into any contract with a professional management agent, or any other contract providing for services by the Developer, sponsor or builder, in which the maximum term is greater than 3 years or which is not terminable by the Association upon 90 days written notice thereof to the other party and no such contract shall violate the provisions of Section 55 of the Act.

Section 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 the Developer shall be solely entitled to fill the vacancy of any Director whom it 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 members 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 2(b) of this Article.

Section 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 50% of all the co-owners 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 35% requirement set forth in Article VIII, Section 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 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 shall be present.

Section 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 telegraph, at least ten (10) days prior to the date named for such meeting.

Section 10. Special Meeting. 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 telegraph, 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. Waiver of Notice. Before, at, or after 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 meetings of the Board of Directors shall be deemed a waiver of notice by him of the time and place thereof. If all the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 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, there be less than a quorum present, the majority of those present may adjourn the meeting to a subsequent time upon 24 hours prior written notice delivered to all directors not present. At any such adjourned meeting, any business which might have been transacted 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 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 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. The premiums on such bonds shall be expenses of administration.

ARTICLE XII OFFICERS

Section 1. Officers. The principal officers of the Association shall be a President who shall be a member of the Board of Directors, a Vice President, 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 the President and Vice President, may be held by one person.

- (a) **President.** The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all of 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 he may, in his discretion, deem appropriate to assist in the conduct of the affairs of the Association.
- (b) **Vice President.** The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to so act on an interim basis. The Vice President shall also perform such other duties as shall, from time to time, be imposed upon him by the Board of Directors.
- (c) **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; he shall have charge of the corporate seal, if any, and of such books and papers as the Board of Directors may direct; and he shall, in general, perform all duties incident to the office of the Secretary.
- (d) **Treasurer.** The Treasurer shall have responsibility for the Association's funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He 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 2. Election. The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board and shall hold office at the pleasure of the Board.

Section 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 his 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 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.

ARTICLE XIII SEAL

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

ARTICLE XIV FINANCE

Section 1. Records. The Association shall keep detailed books of account showing all expenditures and receipts of administration, and 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. The books of account shall be audited at least annually by qualified independent auditors; provided, however, that such auditors need not be certified public accountants, nor does such audit need to be a certified audit. 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.

Section 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 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 saving association as are insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation and may also be invested in the interest bearing obligations of the United States Government.

ARTICLE XV INDEMNIFICATION OF OFFICERS AND DIRECTORS

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 him in connection with any proceedings to which he may be a party or in which he may become involved by reason of being or having been a director or officers of the Association, whether or not he is a director or officer 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 his 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 XVI AMENDMENTS

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

Section 2. Meeting. Upon any such amendment being proposed, a meeting for consideration of the same shall be duly called in accordance with the provisions of these Bylaws.

Section 3. Voting. These Bylaws may be amended by the co-owners at any regular annual meeting or a special meeting called for such purpose by an affirmative vote of not less than 66-2/3% of all co-owners. 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 66-2/3% of the mortgagees shall be required, with each mortgagee to have one vote for each first mortgage held.



Section 4. By Developer. Prior to the transitional control date, these Bylaws may be amended by the Developer without approval from any other person so long as such amendment does not materially alter or change the right of a co-owner or mortgagee.

Section 5. When Effective. Any amendment to these Bylaws shall become effective upon recording of such amendment in the office of the Ingham County Register of Deeds.

Section 6. Binding. A copy of each amendment to the Bylaws shall be furnished to every member of the Association after adoption; provided, however, that any amendment to these Bylaws that is adopted in accordance with this Article shall be binding upon all persons who have an interest in the project irrespective of whether such persons actually receive a copy of the amendment.

ARTICLE XVII COMPLIANCE

The Association and all present or future co-owners, tenants, future tenants, or any other persons acquiring an interest in or using 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 XVIII 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 XIX 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 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 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 attorney 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 fees.



Section 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 or into any unit, 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 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 in accordance with Article XX of these Bylaws.

Section 5. Non-Waiver of Rights. 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 waive of the right of the Association or of any such co-owner to enforce such right, provision, covenant or condition in the future.

Section 6. 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 aforesaid 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 7. 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 actions 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 XX ASSESSMENT OF FINES

Section 1. General. The violation by any co-owner, occupant or guest of any of the provisions of the Condominium Documents, including any duly adopted rules an regulations, shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines against the involved co-owner. Such co-owner shall be deemed responsible for such violations whether they occur as a result of his personal actions or the actions of his family, guests, tenants or any other persons admitted through such co-owners to the Condominium Premises.

Section 2. Procedures. Upon any such violation being alleged by the Board, the following procedures will be followed:

- (a) **Notice.** Notice of the violation, including the Condominium Document provision violated together with a description of the factual nature of the alleged offense set forth with such reasonable specificity as will place the co-owner on notice as to the violation, shall be sent by first class mail, postage prepaid, or personally delivered to the representatives of said co-owner at the address as shown in the notice required to be filed with the Association pursuant to Article VIII, Section 3 of these Bylaws.
- (b) **Opportunity to Defend.** The offending co-owner shall have an opportunity to appear before the Board and offer evidence in defense of the alleged violation. The appearance before the Board shall be at its next scheduled meeting, but in no event shall the co-owner be required to appear less than ten (10) days from the date of the notice.
- (c) **Default.** Failure to respond to the notice of violation constitutes a default.
- (d) **Hearing and Decision.** Upon appearance by the co-owner before the Board and presentation of evidence of defense, or, in the event of the co-owners default, the Board shall, by majority vote of a quorum of the Board, decide whether a violation has occurred. The Board's decision is final.

Section 3. Amounts. Upon violation of any of the provisions of the Condominium Documents and after default of the offending co-owner or upon the decision of the Board as recited above, the following fines shall be levied:

- (a) **First Violation.** No fine shall be levied.
- (b) **Second Violation.** Twenty-five Dollar (\$25) fine.
- (c) **Third Violation.** Fifty Dollar (\$50) fine.
- (d) **Fourth Violation and Subsequent Violations.** One Hundred Dollar (\$100) fine.

Section 4. Continuing Violations. In the event that a violation continues beyond ten (10) days from the date of the offending co-owners hearing at which the Board determines that a violation has occurred, the continuing violation will be treated as a separate and subsequent violation and new and increased fines may be levied on each occasion of any subsequent violation determination without the necessity of a further hearing or hearings thereon.

Section 5. Collection. The fines levied pursuant to Section 3 above shall be assessed against the co-owner and shall be due and payable 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 including, without limitations, those described in Article II and Article XIX of these Bylaws.

ARTICLE XX RIGHTS RESERVED TO DEVELOPER

Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or Bylaws, 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 acceptance of such powers and rights and such assignee or transferee shall thereupon have the same rights and powers reserved or granted to the Developer. Any rights and powers reserved or granted to the Developer, or its successors, shall terminate, if not sooner assigned to the Association, at the conclusion of the construction and sales period defined in Article III of the Master Deed. The immediately preceding sentence dealing with the termination of certain rights and powers granted or reserved to the Developer is intended to apply, insofar as the Developer is concerned, only to the Developer's rights to approve and control the administration of the condominium and shall not, under any circumstances, be construed to apply to or cause the termination of any real property rights granted or reserved to the 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 not be terminable in any manner hereunder and which shall be governed only in accordance with the terms of their creation or reservation and not hereby).

ARTICLE XXII 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 documents or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.



INGHAM COUNTY
CONDOMINIUM
SUBDIVISION PLAN NO. 159

Exhibit B to the Master Deed
of
FRANKLIN FARMS
CONDOMINIUMS
City of Mason, Ingham County

DEVELOPER

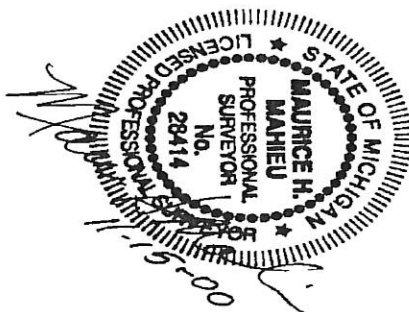
Esquire Development & Construction, Inc.
4127 Okemos Road, Suite 1
Okemos, Michigan 48864

SURVEYOR

Wolverine Engineers and Surveyors, Inc.
312 North Street
Mason, Michigan 48854

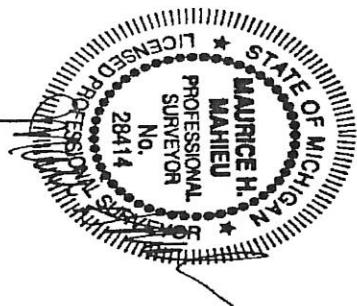
SHEET INDEX

1. Cover Sheet
2. Legal Description Sheet
3. Survey/Utility Plan
4. Survey Data
5. Site Plan
- 6-8. Unit Data Sheets



LEGAL DESCRIPTION

A parcel of land on part of the Southwest 1/4 of Section 8, T2N, R1W, City of Mason, Ingham County, Michigan; beginning at a point S88°55'49"E 661.92 feet and S01°19'14"W 770.00 feet from the West 1/4 corner of Section 8; thence S88°53'55"E 130.62 feet along a line 70.00 feet South and parallel with the South line of Lot 54, Northbrook Farms Subdivision, recorded in Liber 23 of Plats, Page 20, Ingham County Records; thence N01°26'05"E 70.00 feet to the Southeast corner of said Lot 54; thence along the South line of Northbrook Farms Subdivision S88°53'55"E 66.00 feet to the Southwest corner of Lot 53, Northbrook Farms Subdivision; thence S01°26'05"W 70.00 feet, thence S88°53'55"E 145.00 feet along a line 70.00 feet South and parallel with the South line of Northbrook Farms Subdivision; thence N89°52'07"E 135.10 feet; thence N68°55'28"E 66.02 feet to the Southwest corner of Lot 51, Northbrook Farms Subdivision; thence N80°12'14"E 133.75 feet; thence along the Westerly boundary of Northbrook Farms Subdivision the following three courses, S30°47'55"E 25.06 feet; thence Southeasterly 506.70 feet along the arc of a 4224.83 foot radius curve to the left whose central angle is 6°52'18" and whose chord bears S34°14'04"E 506.40 feet; thence S37°40'13"E 692.00 feet to the Northwest corner of Lot 34, Northbrook Farms Subdivision; thence S52°19'47"W 200.00 feet on an extension of the South line of Lavonne Street; thence S76°36'19"W 66.00 feet; thence N13°23'41"W 93.78 feet; thence Northwesterly 113.13 feet along the arc of a 267.00 foot radius curve to the left whose central angle is 24°16'32" and whose chord bears N25°31'57"W 112.28 feet; thence N37°40'13"W 92.82 feet; thence S52°19'47"W 132.00 feet; thence N37°40'13"W 671.91 feet; thence N54°21'50"W 46.01 feet; thence N88°33'55"W 86.59 feet; thence S01°26'05"W 118.00 feet; thence N88°33'55"W 157.20 feet; thence Northwesterly 112.15 feet along the arc of a 75.00 foot radius curve to the right whose central angle is 85°40'39" and whose chord bears N85°19'11"W 101.99 feet; thence S70°49'24"W 160.90 feet to the West line of the East 1/2 of the West 1/2 of the SW 1/4 of Section 8, thence along said West line N01°19'14"E 497.72 feet to the point of beginning, containing 13.5867 acres of land, more or less, and subject to any easements or rights of way of record.



LEGAL DESCRIPTION SHEET
FRANKLIN FARMS



WOLVENNE
ENGINEERS AND SURVEYORS, INC.
210 WEST STREET
MASON, MICHIGAN 48854-1000
PHONE: 517-479-4000

PROPOSED November 15, 2000 SHEET 2



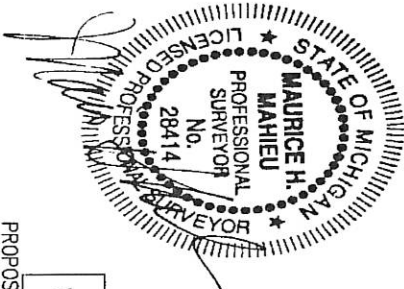
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COORDINATES

Point	North	East	Point	North	East
1	6861.01	5706.28	56	6632.85	6374.56
2	6858.50	5836.87	57	6664.02	6345.28
3	6782.75	5834.98	58	6699.62	6288.86
4	6707.78	5833.10	59	6716.60	6223.25
5	6632.80	5831.22	60	6717.56	6207.56
6	6557.83	5829.34	61	6719.01	6149.48
7	6482.85	5827.47	62	6720.89	6074.50
8	6468.81	5827.11	63	6722.77	5999.53
9	6416.28	5846.78	64	6725.27	5899.56
10	6363.42	5894.81	65	6659.29	5897.91
11	6464.52	5697.14	66	6655.33	6056.25
12	6561.08	5699.37	67	6653.45	6131.23
13	6636.06	5701.09	68	6651.58	6205.91
14	6711.04	5702.82	69	6650.78	6218.13
15	6857.23	5704.55	70	6692.52	6322.42
16	6886.02	5902.86	71	6692.52	6322.42
17	6855.31	6002.85	72	6524.67	6374.80
18	6854.44	6047.84	73	6465.30	6420.64
19	6854.51	6077.85	74	6405.93	6466.47
20	6854.68	6152.88	75	6346.57	6512.51
21	6854.75	6182.94	76	6287.20	6558.14
22	6874.89	6235.19	77	6227.84	6603.98
23	6878.49	6244.54	78	6168.47	6649.81
24	6801.25	6376.34	79	6109.11	6695.64
25	6879.73	6389.17	80	6041.82	6747.59
26	6782.80	6448.72	81	5961.16	6643.10
27	6698.08	6503.80	82	6028.44	6591.16
28	6635.95	6546.05	83	6087.80	6545.33
29	6574.65	6589.57	84	6147.17	6499.48
30	6514.15	6633.74	85	6206.93	6453.66
31	6461.06	6674.06	86	6265.50	6407.82
32	6454.46	6679.15	87	6325.27	6361.99
33	6395.09	6724.99	88	6384.63	6316.16
34	6335.73	6770.82	89	6444.00	6270.32
35	6276.36	6816.65	90	6493.00	6232.48
36	6217.00	6862.49	91	6519.81	6193.10
37	6157.63	6908.32	92	6521.49	6127.92
38	6098.26	6954.16	93	6521.98	6108.54
39	5963.55	7056.62	94	6478.99	6107.46
40	5913.32	7086.95	95	6404.01	6105.58
41	5878.95	6983.65	96	6407.95	5948.43
42	5878.40	6920.29	97	6482.30	5975.50
43	5882.32	6917.85	98	6535.63	5932.15
44	6008.68	6916.92	99	6592.11	5896.22
45	6071.60	6856.56	100	6559.08	5905.15
46	6076.97	6849.67	101	6557.32	5975.38
47	6136.33	6758.00	103	6523.37	6062.95
48	6193.70	6712.17	104	6928.48	5838.63
49	6225.06	6666.34	105	6927.21	5904.62
50	6314.43	6620.50	106	5791.09	6938.64
51	6373.79	6574.67	107	5775.80	6874.43
52	6433.16	6528.84	108	5867.03	6852.71
53	6492.52	6483.00	109	5968.35	6804.31
54	6551.89	6437.17			
55	6611.26	6391.33			

CURVE TABLE

CURVE	LENGTH	RADIUS	TANGENT	CHORD	BEARING	DELTA
C1	506.70	4224.83	253.85	506.40	S34°14'04"E	6°52'18"
C2	113.13	267.00	57.42	112.28	N25°31'57"W	24°16'32"
C3	112.15	75.00	69.55	101.99	N59°19'11"W	85°40'39"
C4	57.49	75.00	30.24	56.09	S70°31'23"E	43°54'56"
C5	83.34	75.00	46.56	79.12	N20°00'25"E	63°40'09"
C6	71.40	75.00	38.66	68.73	N39°05'55"W	54°32'31"
C7	36.31	60.00	18.73	35.76	N49°01'53"W	34°40'35"
C8	34.69	60.00	17.85	34.21	N15°07'45"W	33°07'41"
C9	12.25	152.00	6.13	12.24	S86°15'27"E	4°36'57"
C10	116.34	152.00	61.19	113.53	S62°01'18"E	43°51'20"
C11	6.43	152.00	3.22	6.43	S38°52'55"E	2°25'25"
C12	70.76	167.00	35.92	70.23	S64°28'07"W	24°16'40"
C13	141.09	333.00	71.62	140.04	N25°31'57"W	24°16'32"
C14	42.91	218.00	21.52	42.84	N43°18'32"W	11°16'38"
C15	66.97	218.00	33.75	66.70	N57°44'52"W	17°36'02"
C16	68.05	218.00	34.30	67.77	N75°29'26"W	17°53'07"
C17	15.72	218.00	7.86	15.72	N86°29'57"W	4°07'55"



SURVEY/UTILITY PLAN
SURVEY DATA
FRANKLIN FARMS



WOLVERINE
ENGINEERS AND SURVEYORS, INC.
31 NORTH STREET
LANSING, MICHIGAN 48206
PHONE: (313) 478-8000

PROPOSED November 15, 2000 SHEET 4



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W. SOUTH STREET

NORTHBROOK STREET
66' WIDE (PUBLIC)

NORTHBROOK FARMS SUBDIVISION
LIBER 23 OF PLATS, PAGE 20

66' WIDE (PUBLIC)
GARAGE
STREET
C

E. EUGENIA DRIVE 66' WIDE (PUBLIC)

35' REAR YARD
BUILDING SETBACK (TYP)
25' FRONT YARD
BUILDING SETBACK (TYP)
UNPLATTED

UNPLATTED

NORTHBROOK STREET 66' WIDE

UNPLATTED

35' REAR YARD
BUILDING SETBACK (TYP)

10' SIDE YARD
BUILDING SETBACK (TYP)

UNPLATTED

DETENTION AREA
ELEVANT

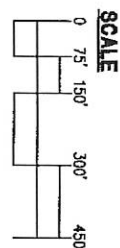
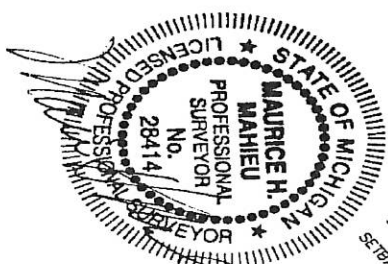
LAYONNE STREET
66' WIDE (PUBLIC)

NOTES

1. ALL IMPROVEMENTS SHOWN ON THIS PLAN MUST BE BUILT.
2. NO STRUCTURES SHALL BE LOCATED WITHIN THE BUILDING SETBACK AREAS.

LEGEND

- GENERAL COMMON ELEMENT
- LIMITS OF OWNERSHIP
- BUILDING SETBACK LINE
- UNIT NUMBER



SITE PLAN
FRANKLIN FARMS



WOLVERINE
ENGINEERS AND SURVEYORS, INC.
312 NORTH STREET
MUSKOGEE, ALABAMA 36533
PHONE : 917-678-8200

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Unit Boundary Data

Unit 1

North: 6861.01 East: 5706.28
 Line Course: S 88-53-55 E Length: 130.62
 North: 6868.50 East: 5853.87
 Line Course: S 01-28-05 W Length: 75.00
 North: 6782.75 East: 5854.98
 Line Course: N 88-33-55 W Length: 130.47
 North: 6786.02 East: 5704.55
 Line Course: N 01-19-14 E Length: 75.01
 North: 6861.01 East: 5706.28

Perimeter: 411.87 Area: 9.841 sq.ft. 0.23 acres

Unit 2

North: 6786.02 East: 5704.55
 Line Course: S 88-33-55 E Length: 130.47
 North: 6782.75 East: 5854.98
 Line Course: S 01-28-05 W Length: 75.00
 North: 6786.02 East: 5704.55
 Line Course: N 88-33-55 W Length: 130.47
 North: 6711.04 East: 5702.82
 Line Course: N 01-19-14 E Length: 75.00
 North: 6786.02 East: 5704.55

Perimeter: 410.78 Area: 9.780 sq.ft. 0.22 acres

Unit 3

North: 6711.04 East: 5702.82
 Line Course: S 88-33-55 E Length: 130.32
 North: 6707.78 East: 5853.10
 Line Course: S 01-28-05 W Length: 75.00
 North: 6652.80 East: 5853.12
 Line Course: N 88-33-55 W Length: 130.17
 North: 6656.06 East: 5701.09
 Line Course: N 01-19-14 E Length: 75.00
 North: 6711.04 East: 5702.82

Perimeter: 410.49 Area: 9.768 sq.ft. 0.22 acres

Unit 4

North: 6636.06 East: 5701.09
 Line Course: S 88-33-55 E Length: 130.17
 North: 6632.80 East: 5853.22
 Line Course: S 01-28-05 W Length: 75.00
 North: 6657.83 East: 5853.34
 Line Course: N 88-33-55 W Length: 130.02
 North: 6651.08 East: 5689.37
 Line Course: N 01-19-14 E Length: 75.00
 North: 6636.06 East: 5701.09

Perimeter: 410.19 Area: 9.757 sq.ft. 0.22 acres

Unit 5

North: 6561.08 East: 5689.36
 Line Course: S 88-33-55 E Length: 130.02
 North: 6557.83 East: 5829.34
 Line Course: S 01-28-05 W Length: 75.00
 North: 6482.85 East: 5827.47
 Line Course: S 81-58-32 W Length: 131.61
 North: 6464.52 East: 5689.14
 Line Course: N 01-19-14 E Length: 96.59
 North: 6561.08 East: 5689.36

Perimeter: 433.23 Area: 11.148 sq.ft. 0.26 acres

Unit 6

North: 6464.52 East: 5689.14
 Line Course: N 81-58-32 E Length: 131.61
 North: 6482.85 East: 5827.47
 Line Course: S 01-28-05 W Length: 14.05
 North: 6468.81 East: 5827.11
 Curve Length: 57.49
 Delta: 43-54-56
 Radius: 75.00
 Tangent: 30.24
 North: 6416.28 East: 5848.78
 Line Course: S 70-49-24 W Length: 180.90
 North: 6363.42 East: 5689.81
 Line Course: N 01-19-14 E Length: 101.12
 North: 6464.52 East: 5689.14

Perimeter: 465.17 Area: 11.783 sq.ft. 0.27 acres

Unit 7

North: 6482.85 East: 5975.50
 Line Course: S 88-33-55 E Length: 132.00
 North: 6478.99 East: 6107.46
 Line Course: S 01-28-05 W Length: 75.00
 North: 6404.01 East: 6105.58
 Line Course: N 88-33-55 W Length: 157.20
 North: 6407.95 East: 5948.43
 Curve Length: 83.34
 Delta: 63-40-10
 Radius: 75.00
 Tangent: 48.35
 North: 6482.85 East: 5975.50

Perimeter: 447.54 Area: 10.240 sq.ft. 0.24 acres

Unit 8

North: 6559.08 East: 5905.15
 Line Course: S 88-33-55 E Length: 70.25
 North: 6557.32 East: 5975.38
 Line Course: N 77-07-22 E Length: 80.81
 North: 6573.35 East: 6054.26
 Line Course: S 01-28-05 W Length: 52.00
 North: 6523.37 East: 6052.95
 Line Course: S 88-33-55 E Length: 55.61
 North: 6521.98 East: 6108.55
 Line Course: S 01-28-05 W Length: 43.00
 North: 6478.89 East: 6107.47
 Line Course: N 88-33-55 W Length: 132.00
 North: 6482.85 East: 5975.51
 Curve Length: 71.40
 Delta: 54-32-31
 Radius: 75.00
 Tangent: 38.66
 North: 6673 East: 5922.17
 Curve Length: 36.31
 Delta: 34-40-35
 Radius: 60.00
 Tangent: 18.73
 North: 6559.08 East: 5905.15

Perimeter: 541.47 Area: 11.081 sq.ft. 0.25 acres

Unit 9

North: 6559.29 East: 5897.91
 Line Course: S 88-33-55 E Length: 138.39
 North: 6553.33 East: 6056.25
 Line Course: S 01-28-05 W Length: 80.00
 North: 6573.35 East: 6054.24
 Line Course: S 77-07-22 W Length: 80.81
 North: 6557.32 East: 5975.37
 Line Course: N 88-33-55 W Length: 70.25
 North: 6559.08 East: 5905.14
 Curve Length: 34.69
 Delta: 33-07-41
 Radius: 60.00
 Tangent: 17.86
 North: 6421 East: 5896.21
 Line Course: N 01-28-05 E Length: 67.21
 North: 6559.29 East: 5897.91

Perimeter: 491.45 Area: 14.953 sq.ft. 0.34 acres

Unit 10

North: 6655.33 East: 6056.25
 Line Course: S 88-33-55 E Length: 75.00
 North: 6653.45 East: 6131.23
 Line Course: S 01-28-05 W Length: 132.00
 North: 6521.49 East: 6127.92
 Line Course: N 88-33-55 W Length: 75.00
 North: 6523.37 East: 6052.95
 Line Course: N 01-28-05 E Length: 132.00
 North: 6655.33 East: 6056.25

Perimeter: 414.00 Area: 9.800 sq.ft. 0.23 acres

Unit 11

North: 6653.45 East: 6131.23
 Line Course: S 88-33-55 E Length: 74.71
 North: 6651.58 East: 6205.91
 Curve Length: 12.25
 Delta: 4-36-57
 Radius: 152.00
 Tangent: 6.13
 North: 6650.78 East: 6218.13
 Line Course: S 08-58-28 W Length: 132.98
 North: 6519.81 East: 6195.10
 Line Course: N 88-33-55 W Length: 67.19
 North: 6521.49 East: 6127.92
 Line Course: N 01-28-05 E Length: 132.00
 North: 6653.45 East: 6131.23

Perimeter: 418.13 Area: 10.175 sq.ft. 0.23 acres

Unit 12

North: 6650.78 East: 6218.13
 Curve Length: 116.34
 Delta: 43-51-20
 Radius: 152.00
 Tangent: 61.19
 North: 6557.32 East: 6131.23
 Line Course: S 38-44-49 W Length: 135.29
 North: 6483.00 East: 6232.49
 Line Course: N 54-21-50 W Length: 48.01
 North: 6519.81 East: 6195.09
 Line Course: N 08-58-28 E Length: 132.98
 North: 6650.78 East: 6218.13

Perimeter: 430.82 Area: 11.123 sq.ft. 0.26 acres

Unit 13

North: 6597.52 East: 6218.38
 Curve Length: 6.43
 Delta: 2-25-25
 Radius: 152.00
 Tangent: 3.22
 North: 6592.52 East: 6322.42
 Line Course: S 37-40-13 E Length: 85.72
 North: 6524.87 East: 6374.80
 Line Course: S 52-19-47 W Length: 132.00
 North: 6444.00 East: 6270.32
 Line Course: N 37-40-13 W Length: 61.91
 North: 6493.00 East: 6232.49
 Line Course: N 38-24-49 E Length: 135.29
 North: 6597.52 East: 6218.38

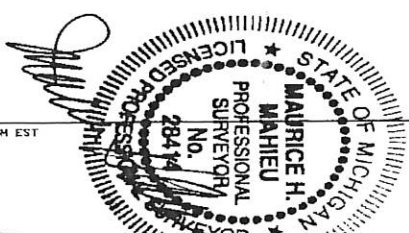
Perimeter: 421.35 Area: 10.170 sq.ft. 0.23 acres



UNIT DATA SHEET
 FRANKLIN FARMS

WOLVENINE
 ARCHITECTS AND SURVEYORS, INC.
 312 NORTH STREET
 WARREN, MICHIGAN 48090

PROPOSED November 15, 2000 SHEET 6



2001-023752
 Ingham County MI Register of Deeds

Unit Boundary Data

Unit 14

North: 6524.65 East: 6374.81 72-73
 Line Course: S 37-40-13 E Length: 75.00
 North: 6465.30 East: 6420.64 73-88
 Line Course: S 52-19-47 W Length: 132.00
 North: 6384.63 East: 6316.16 88-89
 Line Course: N 37-40-13 W Length: 75.00
 North: 6444.00 East: 6270.32 89-72
 Line Course: N 52-19-47 E Length: 132.00
 North: 6524.66 East: 6374.81

Perimeter: 414.00 Area: 9,900 sq.ft. 0.23 acres

Unit 15

North: 6465.30 East: 6420.64 73-74
 Line Course: S 37-40-13 E Length: 75.00
 North: 6405.83 East: 6466.47 74-87
 Line Course: S 52-19-47 W Length: 132.00
 North: 6325.27 East: 6361.99 87-88
 Line Course: N 37-40-13 W Length: 75.00
 North: 6384.63 East: 6316.16 88-73
 Line Course: N 52-19-47 E Length: 132.00
 North: 6465.30 East: 6420.64

Perimeter: 414.00 Area: 9,900 sq.ft. 0.23 acres

Unit 16

North: 6405.83 East: 6466.47 74-75
 Line Course: S 37-40-13 E Length: 75.00
 North: 6346.57 East: 6512.31 75-85
 Line Course: S 52-19-47 W Length: 132.00
 North: 6285.90 East: 6407.82 85-87
 Line Course: N 37-40-13 W Length: 75.00
 North: 6325.27 East: 6361.99 87-74
 Line Course: N 52-19-47 E Length: 132.00
 North: 6405.83 East: 6466.47

Perimeter: 414.00 Area: 9,900 sq.ft. 0.23 acres

Unit 17

North: 6346.57 East: 6512.31 75-76
 Line Course: S 37-40-13 E Length: 75.00
 North: 6287.20 East: 6558.14 76-85
 Line Course: S 52-19-47 W Length: 132.00
 North: 6206.53 East: 6453.66 85-86
 Line Course: N 37-40-13 W Length: 75.00
 North: 6285.90 East: 6407.82 86-75
 Line Course: N 52-19-47 E Length: 132.00
 North: 6346.57 East: 6512.31

Perimeter: 414.00 Area: 9,900 sq.ft. 0.23 acres

Unit 18

North: 6287.20 East: 6558.14 76-77
 Line Course: S 37-40-13 E Length: 75.00
 North: 6227.84 East: 6603.98 77-84
 Line Course: S 52-19-47 W Length: 132.00
 North: 6147.17 East: 6489.49 84-85
 Line Course: N 37-40-13 W Length: 75.00
 North: 6206.53 East: 6453.66 85-76
 Line Course: N 52-19-47 E Length: 132.00
 North: 6287.20 East: 6558.14

Perimeter: 414.00 Area: 9,900 sq.ft. 0.23 acres

Unit 19

North: 6227.84 East: 6603.98 77-78
 Line Course: S 37-40-13 E Length: 75.00
 North: 6188.47 East: 6649.81 78-83
 Line Course: S 52-19-47 W Length: 132.00
 North: 6097.80 East: 6545.33 83-84
 Line Course: N 37-40-13 W Length: 75.00
 North: 6147.17 East: 6489.49 84-77
 Line Course: N 52-19-47 E Length: 132.00
 North: 6227.84 East: 6603.98

Perimeter: 414.00 Area: 9,900 sq.ft. 0.23 acres

Unit 20

North: 6188.47 East: 6649.81 78-79
 Line Course: S 37-40-13 E Length: 75.00
 North: 6108.11 East: 6695.64 79-82
 Line Course: S 52-19-47 W Length: 132.00
 North: 6028.44 East: 6591.16 82-83
 Line Course: N 37-40-13 W Length: 75.00
 North: 6067.80 East: 6545.33 83-78
 Line Course: N 52-19-47 E Length: 132.00
 North: 6188.47 East: 6649.81

Perimeter: 414.00 Area: 9,900 sq.ft. 0.23 acres

Unit 21

North: 6108.11 East: 6695.64 79-80
 Line Course: S 37-40-13 E Length: 75.00
 North: 6041.82 East: 6747.93 80-81
 Line Course: S 52-19-47 W Length: 132.00
 North: 5961.16 East: 6643.10 81-82
 Line Course: N 37-40-13 W Length: 75.00
 North: 6028.44 East: 6591.16 82-79
 Line Course: N 52-19-47 E Length: 132.00
 North: 6108.11 East: 6695.64

Perimeter: 424.00 Area: 11,220 sq.ft. 0.26 acres

General Common Element

North: 5878.38 East: 6917.85 42-43
 Line Course: N 13-23-41 W Length: 4.05
 North: 5882.32 East: 6916.92 43-44
 Curve Length: 141.09 Radius: 333.00 44-45
 Chord: 140.04 Course: N 25-31-57 W
 North: 6008.68 East: 6865.66 45-46
 Line Course: N 37-40-13 W Length: 11.26
 North: 6017.59 East: 6849.68 46-47
 Line Course: N 52-19-47 E Length: 132.00
 North: 6098.26 East: 6705.62 47-38
 Line Course: S 37-40-13 E Length: 167.66
 North: 5965.55 East: 6594.16 38-39
 Line Course: S 52-19-47 W Length: 92.18
 North: 5909.22 East: 6583.65 39-40
 Curve Length: 70.76 Radius: 167.00 40-41
 Chord: 70.23 Course: S 64-29-03 W
 North: 5878.38 East: 6917.85 41-42
 Line Course: S 76-38-19 W Length: 2.50
 North: 5878.37 East: 6917.85

Perimeter: 621.50 Area: 23,687 sq.ft. 0.54 acres

Unit 22

North: 6071.60 East: 6849.67 45-46
 Line Course: N 37-40-13 W Length: 75.00
 North: 6076.97 East: 6803.83 46-37
 Line Course: N 52-19-47 E Length: 132.00
 North: 6157.83 East: 6808.32

Unit 23

Line Course: S 37-40-13 E Length: 75.00 37-38
 North: 6098.27 East: 6954.16 38-45
 Line Course: S 52-19-47 W Length: 132.00
 North: 6071.60 East: 6849.67

Perimeter: 414.00 Area: 9,900 sq.ft. 0.23 acres

Unit 24

North: 6076.97 East: 6803.84 46-47
 Line Course: N 37-40-13 W Length: 75.00
 North: 6136.33 East: 6758.00 47-36
 Line Course: N 52-19-47 E Length: 132.00
 North: 6217.00 East: 6882.49 36-37
 Line Course: S 37-40-13 E Length: 75.00
 North: 6157.83 East: 6908.37 37-46
 Line Course: S 52-19-47 W Length: 132.00
 North: 6076.97 East: 6803.84

Perimeter: 414.00 Area: 9,900 sq.ft. 0.23 acres

Unit 25

North: 6136.33 East: 6758.00 47-48
 Line Course: N 37-40-13 W Length: 75.00
 North: 6195.70 East: 6712.17 48-35
 Line Course: N 52-19-47 E Length: 132.00
 North: 6276.36 East: 6816.63 35-36
 Line Course: S 37-40-13 E Length: 75.00
 North: 6217.00 East: 6882.49 36-47
 Line Course: S 52-19-47 W Length: 132.00
 North: 6136.33 East: 6758.00

Perimeter: 414.00 Area: 9,900 sq.ft. 0.23 acres

Unit 26

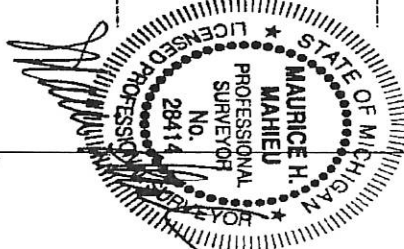
North: 6195.70 East: 6712.17 48-49
 Line Course: N 37-40-13 W Length: 75.00
 North: 6255.06 East: 6666.34 49-34
 Line Course: N 52-19-47 E Length: 132.00
 North: 6335.73 East: 6770.82 34-35
 Line Course: S 37-40-13 E Length: 75.00
 North: 6276.36 East: 6816.63 35-48
 Line Course: S 52-19-47 W Length: 132.00
 North: 6195.70 East: 6712.17

Perimeter: 414.00 Area: 9,900 sq.ft. 0.23 acres

Unit 28

North: 6255.06 East: 6666.34 49-50
 Line Course: N 37-40-13 W Length: 75.00
 North: 6314.43 East: 6620.50 50-33
 Line Course: N 52-19-47 E Length: 132.00
 North: 6395.09 East: 6724.99 33-34
 Line Course: S 37-40-13 E Length: 75.00
 North: 6335.73 East: 6770.82 34-49
 Line Course: S 52-19-47 W Length: 132.00
 North: 6255.06 East: 6666.34

Perimeter: 414.00 Area: 9,900 sq.ft. 0.23 acres



UNIT DATA SHEET
FRANKLIN FARMS

WOLVERINE
ENGINEERS AND SURVEYORS, Inc.
30 WEST STREET
MOUNTAIN VIEW, MI 48161-1000

Unit Boundary Data

Unit 27

North: 6314.43 East: 6620.50 50-51
 Line Course: N 37-40-13 W Length: 75.00
 North: 6373.79 East: 6574.67 51-52
 Line Course: N 52-19-47 E Length: 132.00
 North: 6454.46 East: 6679.15 52-53
 Line Course: S 37-40-13 E Length: 75.00
 North: 6395.09 East: 6724.09 53-50
 Line Course: S 52-19-47 W Length: 132.00
 North: 6314.43 East: 6620.50

Perimeter: 414.00 Area: 9,900 sq.ft. 0.23 acres

Unit 28

North: 6373.79 East: 6574.67 51-52
 Line Course: N 37-40-13 W Length: 75.00
 North: 6433.16 East: 6528.84 52-50
 Line Course: N 52-19-47 E Length: 132.53
 North: 6514.15 East: 6633.74 50-51
 Line Course: S 37-13-05 E Length: 66.67
 North: 6461.06 East: 6674.06 31-32
 Line Course: S 52-19-47 W Length: 132.00
 North: 6373.79 East: 6574.67

Perimeter: 414.53 Area: 9,912 sq.ft. 0.23 acres

Unit 29

North: 6433.16 East: 6528.84 52-53
 Line Course: N 37-40-13 W Length: 75.00
 North: 6492.52 East: 6483.00 53-29
 Line Course: N 52-19-47 E Length: 134.36
 North: 6574.65 East: 6688.37 29-30
 Curve Length: 75.00 Radius: 4224.83 29-30
 North: 6514.15 East: 6633.74 30-52
 Line Course: S 52-19-47 W Length: 132.53
 North: 6433.16 East: 6528.84

Perimeter: 416.93 Area: 10,001 sq.ft. 0.23 acres

Unit 30

North: 6492.52 East: 6483.00 53-54
 Line Course: N 37-40-13 W Length: 75.00
 North: 6551.89 East: 6437.17 54-28
 Line Course: N 52-19-47 E Length: 137.56
 North: 6635.95 East: 6546.05 28-29
 Curve Length: 75.07 Radius: 4224.83 28-29
 North: 6674.64 East: 6588.37 29-53
 Line Course: S 52-19-47 W Length: 134.38
 North: 6492.52 East: 6483.00

Perimeter: 422.00 Area: 10,188 sq.ft. 0.23 acres

Unit 31

North: 6551.89 East: 6437.17 54-55
 Line Course: N 37-40-13 W Length: 75.00
 North: 6611.28 East: 6391.33 55-27
 Line Course: N 52-19-47 E Length: 142.08
 North: 6696.66 East: 6503.60

Curve Length: 75.13 Radius: 4224.83 27-28
 North: 6551.89 East: 6437.17 28-54
 Line Course: S 52-19-47 W Length: 137.56
 North: 6635.95 East: 6546.05

Perimeter: 429.78 Area: 10,478 sq.ft. 0.24 acres

Unit 32

North: 6611.28 East: 6391.33 55-56
 Line Course: N 37-40-13 W Length: 75.00
 North: 6632.85 East: 6374.66 56-57
 Curve Length: 42.91 Radius: 2180.00
 North: 6664.02 East: 6345.28 57-26
 Line Course: N 41-03-09 E Length: 157.51
 North: 6782.80 East: 6448.72 26-27
 Curve Length: 101.06 Radius: 4224.83 26-27
 North: 6898.07 East: 6503.80 27-55
 Line Course: S 52-19-47 W Length: 142.08
 North: 6611.28 East: 6391.33

Perimeter: 470.83 Area: 12,512 sq.ft. 0.29 acres

Unit 33

North: 6664.02 East: 6345.28 57-58
 Curve Length: 66.97 Radius: 2180.00
 North: 6670.00 East: 6345.28 58-24
 Line Course: N 37-40-13 E Length: 75.00
 North: 6691.25 East: 6376.34 24-25
 Line Course: S 30-47-55 E Length: 25.06
 North: 6679.73 East: 6399.17 25-26
 Curve Length: 131.74 Radius: 4224.83 25-26
 North: 6782.80 East: 6448.72 26-57
 Line Course: S 41-03-09 W Length: 157.51
 North: 6664.02 East: 6345.28

Perimeter: 583.08 Area: 17,507 sq.ft. 0.40 acres

Unit 34

North: 6696.66 East: 6288.86 58-59
 Curve Length: 68.05 Radius: 2180.00
 North: 6733.07 East: 6223.25 59-22
 Line Course: N 04-18-49 E Length: 158.74
 North: 6874.88 East: 6255.19 22-23
 Line Course: N 68-55-28 E Length: 101.02
 North: 6878.49 East: 6244.54 23-24
 Line Course: N 80-12-14 E Length: 153.75
 North: 6901.25 East: 6376.34 24-58
 Line Course: S 23-27-07 W Length: 219.79
 North: 6696.66 East: 6288.86

Perimeter: 590.34 Area: 18,382 sq.ft. 0.42 acres

Unit 35

North: 6716.60 East: 6223.25 59-60
 Curve Length: 15.72 Radius: 2180.00
 North: 6717.56 East: 6207.56 60-61
 Line Course: N 88-33-55 W Length: 58.10
 North: 6719.01 East: 6149.48

Line Course: N 01-26-05 E Length: 135.71 61-20
 North: 6854.68 East: 6152.88 20-21
 Line Course: N 89-52-07 E Length: 30.06
 North: 6854.75 East: 6182.94 21-22
 Line Course: N 88-55-28 E Length: 58.00
 North: 6874.89 East: 6235.19 22-59
 Line Course: S 04-18-49 W Length: 158.74
 North: 6716.60 East: 6223.25

Perimeter: 454.34 Area: 11,084 sq.ft. 0.25 acres

Unit 36

North: 6719.01 East: 6149.48 61-62
 Line Course: N 88-33-55 W Length: 75.00
 North: 6720.89 East: 6074.50 62-19
 Line Course: N 01-26-05 E Length: 133.66
 North: 6854.51 East: 6077.85 19-20
 Line Course: N 89-52-07 E Length: 75.03
 North: 6854.68 East: 6152.88 20-61
 Line Course: S 01-26-05 W Length: 135.71
 North: 6719.01 East: 6149.48

Perimeter: 419.40 Area: 10,102 sq.ft. 0.23 acres

Unit 37

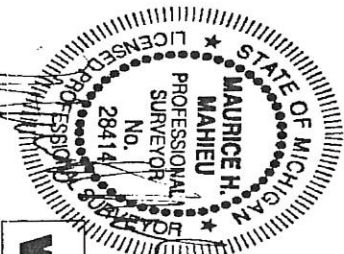
North: 6720.89 East: 6074.50 62-63
 Line Course: N 88-33-55 W Length: 75.00
 North: 6722.77 East: 5999.53 63-17
 Line Course: N 01-26-05 E Length: 132.58
 North: 6853.53 East: 6002.85 17-18
 Line Course: S 88-55-28 E Length: 45.00
 North: 6864.44 East: 6047.34 18-19
 Line Course: N 89-52-07 E Length: 30.01
 North: 6864.53 East: 6077.85 19-62
 Line Course: S 01-26-05 W Length: 133.66
 North: 6720.89 East: 6074.50

Perimeter: 416.26 Area: 9,970 sq.ft. 0.23 acres

Unit 38

North: 6722.77 East: 5999.53 63-64
 Line Course: N 88-33-55 W Length: 100.00
 North: 6725.27 East: 5899.56 64-16
 Line Course: N 01-26-05 E Length: 132.00
 North: 6857.23 East: 5902.86 16-17
 Line Course: S 88-55-28 E Length: 100.00
 North: 6855.31 East: 6002.85 17-63
 Line Course: S 01-26-05 W Length: 132.58
 North: 6722.77 East: 5999.53

Perimeter: 464.58 Area: 13,229 sq.ft. 0.30 acres



UNIT DATA SHEET
 FRANKLIN FARMS
 WOLVERINE
 ENGINEERS AND SURVEYORS, INC.
 312 WEST STREET
 MOUNTAIN VIEW, MI 48150-4000

PROPOSED November 15, 2000 SHEET 8

Exhibit D

Franklin Farm Drive Right of Way
Deeds and Easements

INGHAM COUNTY TREASURER'S CERTIFICATE
I HEREBY CERTIFY that there are no TAX LIENS or TITLES held by the state or any individual against the within description, and all TAXES on same are paid for five years previous to the date of this instrument as appears by the records of this office except as stated.

L-3100 P-916
101 21.00 2004-020876

3-26-04
Eric Schertzing, Ingham County Treasurer
Sec. 35, Act 206, 1893 as amended



2004-020876
Page: 1 of 3
03/31/2004 07:57A

MAR 18 2004

**INGHAM COUNTY
REGISTER OF DEEDS**

KNOW ALL MEN BY THESE PRESENTS: That Esquire Development and Construction, Inc., a Michigan corporation, whose address is 4127 Okemos Road, Suite 1, Okemos MI 48864, conveys and warrants to the City of Mason, a Michigan Municipal Corporation, whose address is 201 West Ash Street, Mason MI 48854, the following described premises situated in the City of Mason, County of Ingham, and State of Michigan, to-wit:

(This conveyance is for roadway and utility purposes only)

This instrument is exempt from the provisions of the Michigan Real Estate Transfer Act pursuant to MCL 207.526(a) - state and MCL 207.505(a) - county.

Subject to easements, restrictions and reservations of record, for the full consideration of Ten and no/100 Dollars (\$10.00).

Dated this 4th day of March, 2003.

Signed and Sealed:
Esquire Development and Construction, Inc.

by James Bonfiglio
James Bonfiglio, President

MAR 29 2004

**INGHAM COUNTY
REGISTER OF DEEDS**

STATE OF MICHIGAN))ss.
COUNTY OF INGHAM)

The foregoing instrument was acknowledged before me this 4th day of March, 2003, by James Bonfiglio, President of Esquire Development and Construction, Inc.

Vicki L. Bartley

Vicki L. Bartley, Notary Public, Ingham County MI.
My commission expires March 1, 2007.

When Recorded Return To: Mason City Clerk 201 West Ash Street Mason MI 48854	Send Subsequent Tax Bills To: Mason City Clerk 201 West Ash Street Mason MI 48854	Drafted by: James Bonfiglio 4127 Okemos Road, Ste. 1 Okemos MI 48864
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331910-08-357-008 DT. 06

Recording Fee _____ Part of Tax 205 1 1
Parcel No. 33-19-10-08-351-003 205 1 1
Transfer Tax

11 Pick Up - City of Mason
Deb & Nancy 676-4155

Legal Description for Northbrook Street:

Beginning at a point S88°55'49"E 794.07 feet and S01°26'05"W 700.08 feet from the West ¼ corner of Section 8, T2N, R1W, City of Mason, Ingham County, Michigan, being the Southeast corner of Lot 54, Northbrook Farms Subdivision, recorded in Liber 23 of Plats, Page 20, Ingham County Records; thence along the South line of said Northbrook Farms Subdivision S88°53'55"E 66.00 feet; thence S01°26'05"W 335.21 feet; thence Southeasterly 70.00 feet along the arc of a 60.00 foot radius curve to the left whose central angle is 67°48'16" and whose chord bears S32°28'03"E 66.93 feet; thence Southwesterly 324.38 feet along the arc of a 75.00 foot radius curve to the right whose central angle is 247°48'16" and whose chord bears S57°31'57"W 124.50 feet; thence N01°26'05"E 459.82 feet to the point of beginning.

339-10-08-500-008
-357-008 PJ
-001 "
-005 "
-005 "

Legal Description for Franklin Farms Drive:

Beginning at a point S88°55'49"E 794.07 feet and S01°26'05"W 700.08 feet and S88°53'55"E 66.00 feet and S01°26'05"W 202.00 feet from the West ¼ corner of Section 8, T2N, R1W, City of Mason, Ingham County, Michigan; thence S88°33'55"E 308.10 feet; thence Southeasterly 193.65 feet along the arc of a 218.00 foot radius curve to the right whose central angle is 50°53'42" and whose chord bears S63°07'04"E 187.34 feet; thence S37°40'13"E 788.55 feet; thence Southeasterly 141.09 feet along the arc of a 333.00 foot radius curve to the right whose central angle is 24°16'32" and whose chord bears S25°31'57"E 140.04 feet; thence S13°23'41"E 93.78 feet; thence S37°40'13"E 89.00 feet; thence N78°52'51"E 13.28 feet; thence S01°15'52"W 33.00 feet; thence S80°10'00"W 67.26 feet; thence S01°15'52"W 131.30 feet; thence Northwesterly 110.84 feet along the arc of a 267.00 foot radius curve to the left whose central angle is 23°47'07" and whose chord bears N10°37'42"W 110.05 feet; thence N22°31'15"W 52.03 feet; thence Northwesterly 53.04 feet along the arc of a 333.00 foot radius curve to the right whose central angle is 9°07'34" and whose chord bears N17°57'28"W 52.99 feet; thence N13°23'41"W 116.11 feet; thence Northwesterly 113.12 feet along the arc of a 267.00 foot radius curve to the left whose central angle is 24°16'32" and whose chord bears N25°31'57"W 112.28 feet; thence N37°40'13"W 788.55 feet; thence Northwesterly 135.02 feet along the arc of a 152.00 foot radius curve to the left whose central angle is 50°53'42" and whose chord bears N63°07'04"W 130.62 feet; thence N88°33'55"W 308.10 feet; thence N01°26'05"E 66.00 feet to the point of beginning.



2004-020876
Page: 2 of 3
03/31/2004 07:57A

Legal Description for Lavonne Street:

Commencing at the West $\frac{1}{4}$ corner of Section 8, T2N, R1W, City of Mason, Ingham County, Michigan; thence S88°55'49"E 794.07 feet; thence S01°26'05"W 700.08 feet; thence S88°53'55"E 66.00 feet; thence S01°26'05"W 202.00 feet; thence S88°33'55"E 308.10 feet; thence Southeasterly 193.65 feet along the arc of a 218.00 foot radius curve to the right whose central angle is 50°53'42" and whose chord bears S63°07'04"E 187.34 feet; thence S37°40'13"E 788.55 feet; thence Southeasterly 141.09 feet along the arc of a 333.00 foot radius curve to the right whose central angle is 24°16'32" and whose chord bears S25°31'57"E 140.04 feet; thence S13°23'41"E 4.05 feet to the point of beginning; thence N76°36'19"E 2.50 feet; thence Northeasterly 70.76 feet along the arc of a 167.00 foot radius curve to the left whose central angle is 24°16'32" and whose chord bears N64°28'03"E 70.23 feet; thence N52°19'47"E 92.18 feet to the Southeast corner of Lot 35, Northbrook Farms Subdivision, recorded in Liber 23 of Plats, Page 20, Ingham County Records; thence along the West boundary line of said Northbrook Farms Subdivision, S37°40'13"E 66.00 feet to the Northwest corner of Lot 34, Northbrook Farms Subdivision; thence S52°19'47"W 200.00 feet; thence N13°23'41"W 89.75 feet to the point of beginning.

3319-10-08-500-003
-351-008 P.T.
-001 "
-005 "
-003 "



2004-020876

Page: 3 of 3
03/31/2004 07:57A

S:\Projects\2019\19-0044 City Of Mason Franklin Farms Kipp\19-0044 City Of Mason Franklin Farms Kipp\DWG\DWG01.dwg, Monday, July 29, 2019 11:37:25 AM, Dean Raymond



Know what's below.
Call before you dig.

!!! CAUTION !!!

THE LOCATIONS AND ELEVATIONS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THIS DRAWING ARE ONLY APPROXIMATE. NO GUARANTEE IS EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF. THE CONTRACTOR SHALL BE EXCLUSIVELY RESPONSIBLE FOR DETERMINING THE EXACT UTILITY LOCATIONS AND ELEVATIONS PRIOR TO THE START OF CONSTRUCTION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE VARIOUS UTILITY OWNERS IN ACCORDANCE WITH MICHIGAN P.A. NO. 174 OF 2013.

WEST 1/4 CORNER
SECTION 8,
T2N, R1W

SOUTHWEST CORNER
SECTION 8,
T2N, R1W

SOUTHWEST CORNER OF THE
EAST 1/2 OF THE WEST 1/2

SOUTH LINE SECTION 8,
& NORTH LINE OF SECTION 17

SEE DETAIL "A" ON
SHEET 2 OF 2

NORTHEASTERLY D=75'±
M=67.05'

D=NORTH 710'±
M=NORTH 736'±

M=SOUTH 747'±
D=SOUTH 740'±

PARCEL "B"
HARTER ROBERT & NANCY
33-19-10-08-378-002

IND. CONCRETE MONUMENT
WILLOW BANK SUBDIVISION NO. 1

WEST LINE OF PLAT

C/L KIPP ROAD

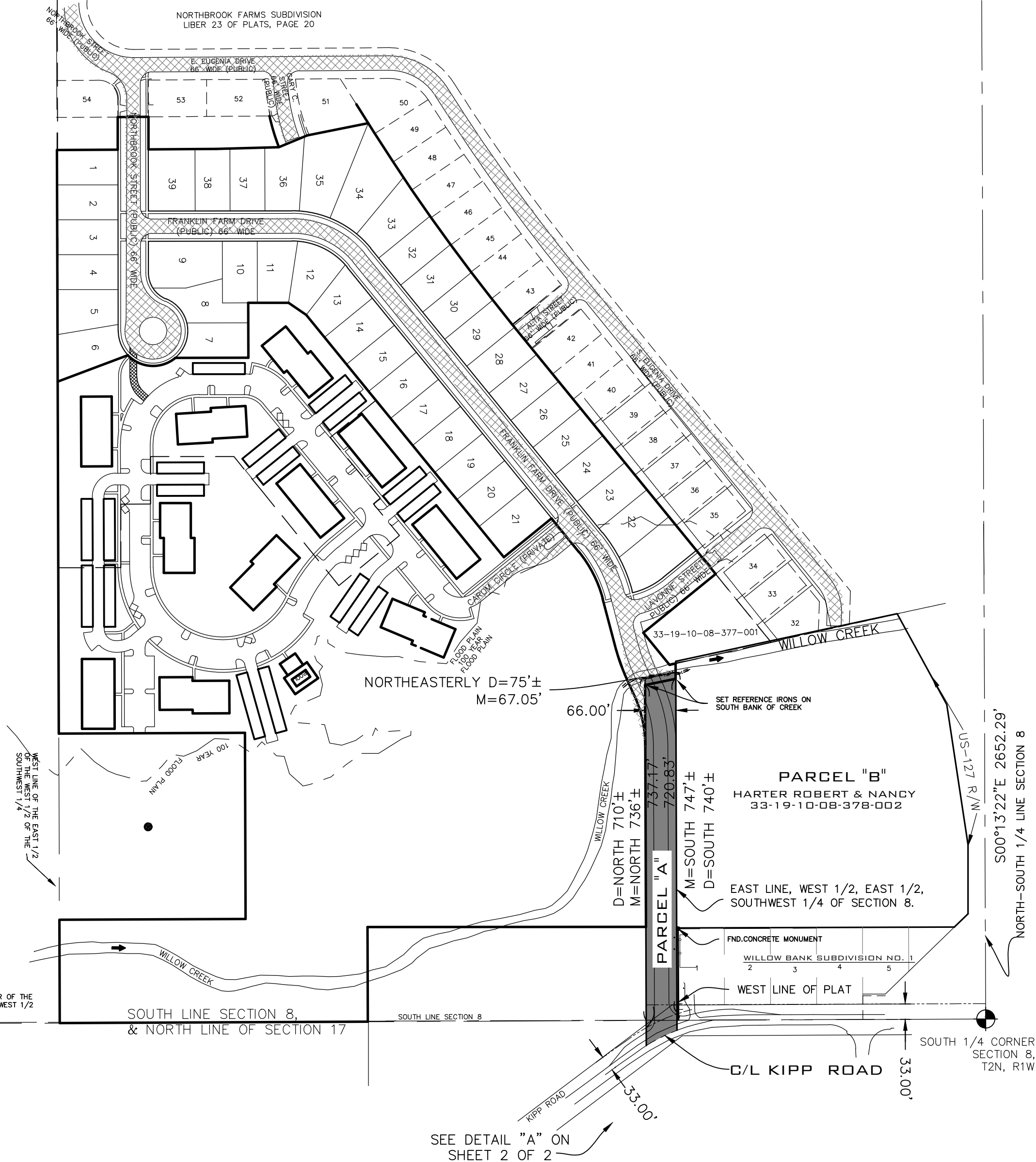
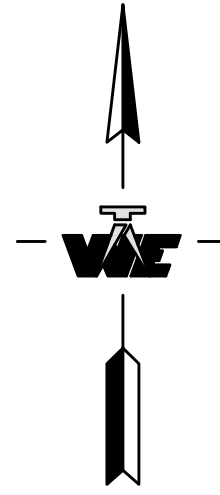
SOUTH 1/4 CORNER
SECTION 8,
T2N, R1W

500°13'22"E 2652.29'

NORTH-SOUTH 1/4 LINE SECTION 8

C.O.S.
SECTION 8,
T2N, R1W

GRAPHIC SCALE
200 100 0 200
1 inch = 200 ft.



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REVISION	DATE	DRAWN	DESCRIPTION

WOLVERINE
Engineers & Surveyors, Inc.

312 North Street
Mason, Michigan 48854
Ph: 317 676 9200
Fx: 317 676 9396
<http://www.wolengine.com>

PROJECT	FRANKLIN FARMS STREET RIGHT-OF-WAY CITY OF MASON INGHAM COUNTY, MICHIGAN
APPROVED	DBH
CHECKED	DBH
DRAWN	DER
JOB NO.	19-0044
DATE	07/23/2019
SCALE	1" = 200'
SHEET NO.	1 OF 1

Exhibit E

Drainage Reports

July 29, 2019

Mr. Paul C. Pratt, Deputy Drain Commissioner
Ingham County Drain Office
707 Buhl Street
PO Box 220
Mason, MI 48854

RE: Franklin Farms Phase 2
Stormwater Management System Request for Takeover
Willow Creek Drain Drainage District (W22-00)

Dear Mr. Pratt:

At your request, I have made a site visit to the detention basin constructed as part of the Franklin Farms Phase 2 development. The detention basin is located at the northeast corner of Lavonne Street and Franklin Farm Drive in the City of Mason.

The purpose of the site visit was to ascertain the condition of the detention basin in light of a request that that Willow Creek Drain Drainage District take over ownership and/or maintenance of the detention basin. Prior to the site visit, I reviewed the development plans on file in the Drain Office.

Attached are photos that I took during my site visit, as well as excerpts from the development plans. These are included as support for my comments below:

Based on my review of the available information and my site visit I offer the following:

1. In general, the detention basin appears to have been constructed at the location and in accordance with the plans. However, the plans do not indicate the drainage area tributary to the basin nor do they include the calculated detention volume required for the project. This information is necessary to determine if the basin is adequate. Although the Drain Office may have this information archived from the original submittal and plan review, if the developer can provide a copy it will aid the Drain Office in determining if the basin should be incorporated into the drainage infrastructure of the Willow Creek Drain Drainage District.

2. Sheets C4 and C5 of development plans seem to indicate that the detention basin was to have raised embankments around the basin perimeter. I cannot determine if embankments were necessary to increase the basin depth in order to provide sufficient storage volume or if they were intended as a screen. Attached are portions of the plans where the embankments (highlighted with red arrows) appear to be shown. During my site visit I did not see in the field what the plans appear to show. And, since the plans do not appear to be as-built, I recommend that an as-built survey be performed to determine if the basin contains the storage volume for which it was designed, or if there are changes/improvements necessary.
3. As is visible from the attached photos, the detention basin is overgrown with cattails. In addition, the basin outlet is overgrown with vegetation and is partially blocked with roots and woody material. Prior to any decision by the Willow Creek Drain Drainage District, I recommend that the basin be cleaned by the developer so that it can be more fully inspected. This will also aid in performing the as-built survey and determining if the basin meets the original design intent.
4. For continuity and connectivity, I would recommend that the pipe connecting the detention basin to the Willow Creek Drain become part of the county drain if the detention basin is to be taken over by the Drainage District. (See the attached portion of Sheet C5 highlighted in blue.) This piping is not now part of the county drain and is likely a City of Mason storm drain. In fact, it may be that the homeowners and/or the developer and/or the City would like to add the City's stormwater infrastructure and its easements as branches to the Willow Creek Drain. I did not perform a detailed inspection of this storm drain nor the pipes and easements upstream of the detention basin. If it is to be considered for takeover by the Drainage District, I suggest that a video inspection be performed to determine the condition of the pipe installation.

To conclude, it is my professional opinion that the following should be done before a decision is made to accept the infrastructure:

- landowner/developer maintenance of the detention basin needs to be performed;
- an as-built survey of the basin should be done to determine the as-built volume;
- the original design calculations for the basin should be made available to determine if the as-built volume meets the existing and proposed design intent; and,
- a video inspection of the pipe system should be performed with a copy provided to the Drain Office for review.

When these items are completed and if the Drain Office decides to take over the detention basin and pipe, the details of the takeover, route and course and district boundary description should be itemized in a Section 433 agreement with the developer and/or the condominium owners and/or the City of Mason.

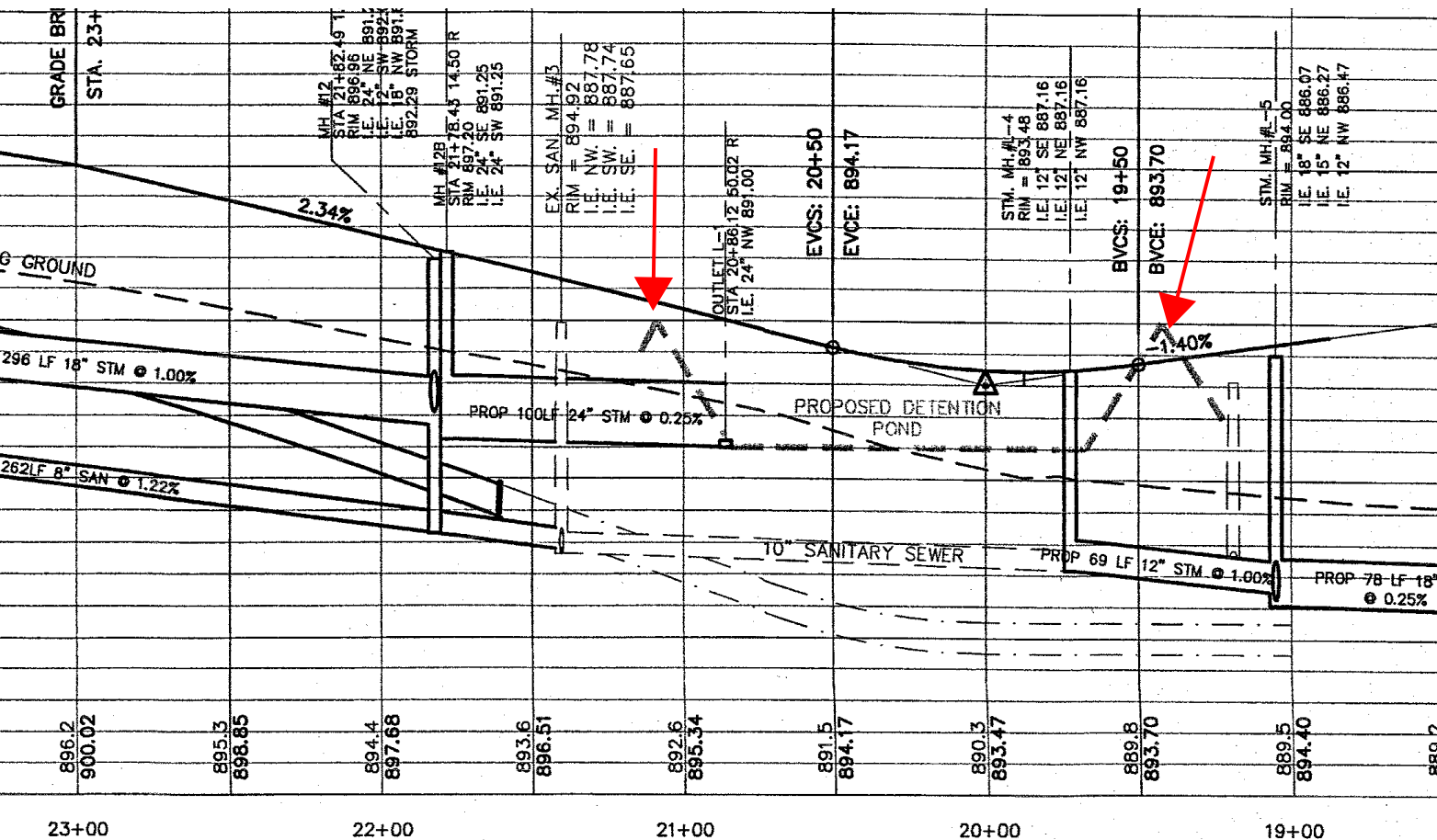
Should you have any questions, please feel free to call me.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Alan D. Boyer', with a stylized loop and a horizontal line extending to the right.

Alan D. Boyer, PE

Cc: Patrick E. Lindemann, Ingham County Drain Commissioner
Elizabeth A. Hude, Community Development Director, City of Mason
James Bonfiglio, Developer

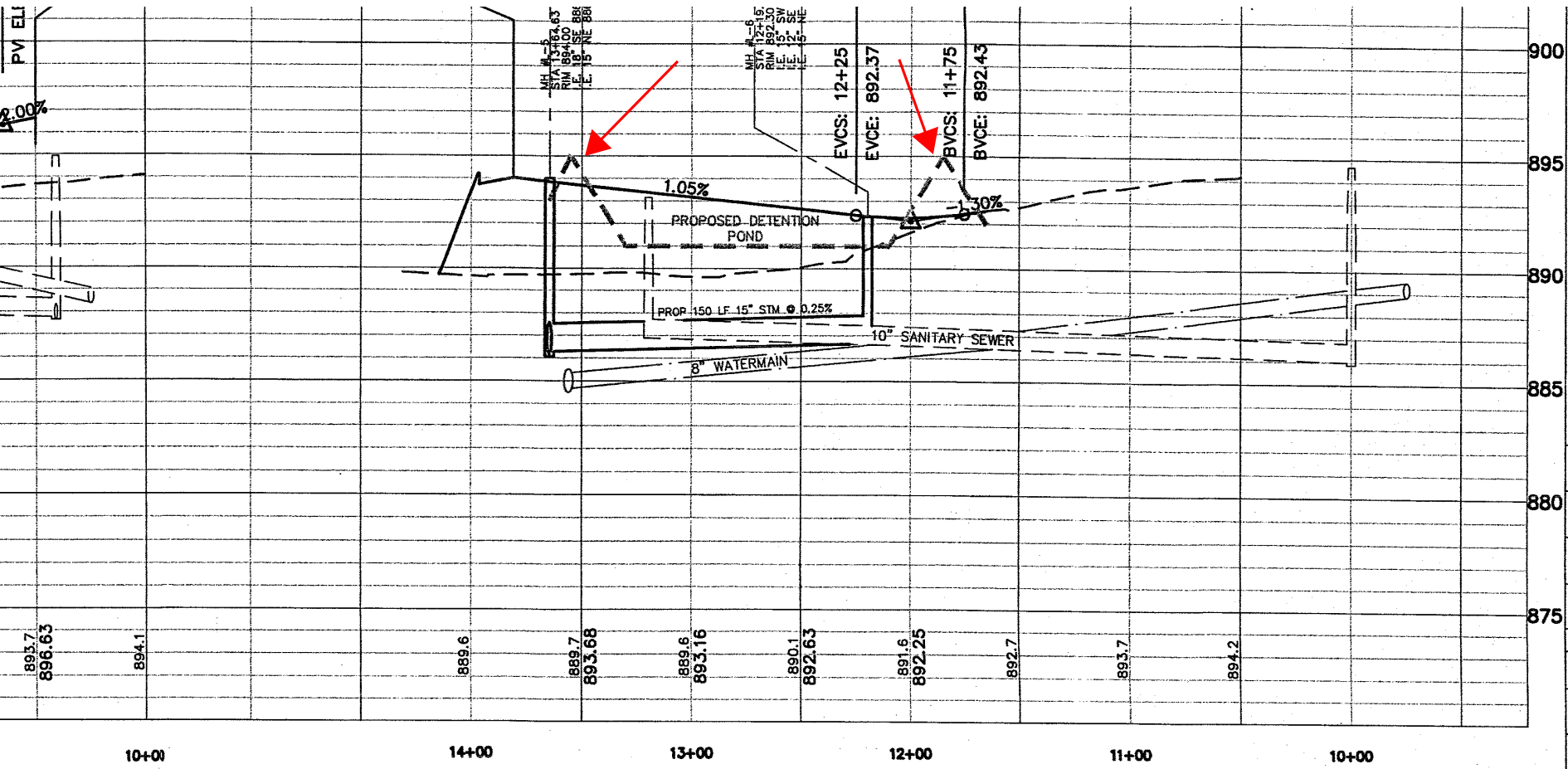


905
900
895
890
885

OUTLET L-3
STA 18+27.00 32.50 R
I.E. 18" NW 885.87

PROJECT		FRANKLIN FARMS	
SHEET TITLE		FRANKLIN FARMS DF	
APPROVED	JCW		
CHECKED			
DRAWN	PAF		
JOB NO.	980051		
FILE NO.	9851-PH2_C4.DWG		
DATE	MAR. 2001		
SCALE	VER. 1" = 4' HOR. 1" = 40'		
SHEET NO.	C4		

S:\Projects\980051\980051.ph2_c4.dwg 07/17/02 12:54:32 PM EDT



PROJECT		FRANKLIN FARMS - PHAS	
SHEET TITLE		CAROM CIRCLE AND LAVONNE PLAN & PROFILES	
APPROVED	JCW		
CHECKED			
DRAWN	PAF		
JOB NO.	980051		
FILE NO.	9851-PH2_CS.DWG		
DATE	MAR. 2001		
SCALE	VER. 1" = 4' HOR. 1" = 40'		
SHEET NO.	C5		



Willow Drain (W22-00) (Franklin Farms Phase 2)
 Photo Date: 20190722
 View of the 18-inch storm drain outlet identified as
 Outlet L-3 on Sheet C4 of the Wolverine plans. Outlet is
 open but partially plugged with sediment.

Willow Drain (W22-00) (Franklin Farms Phase 2)
 Photo Date: 20190722
 View of the 12-inch storm drain inlet in the detention basin
 identified as Inlet L-2 on Sheet C5 of the Wolverine plans. Inlet
 is overgrown and nearly plugged with vegetation.



Willow Drain (W22-00) (Franklin Farms Phase 2)

Photo Date: 20190722

View of the detention basin from within the detention basin near the inlet L-2. The basin is overgrown and full of vegetation. There is ponded water in the basin. We are not able to determine if there is sediment in the basin.



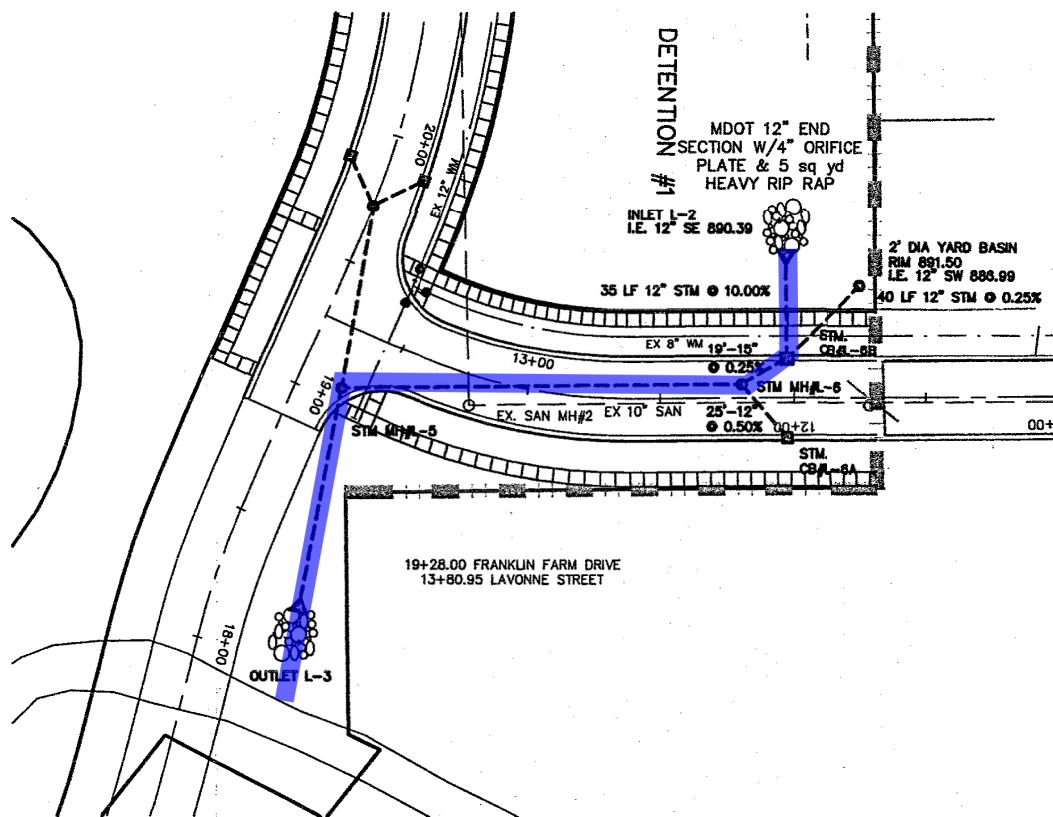
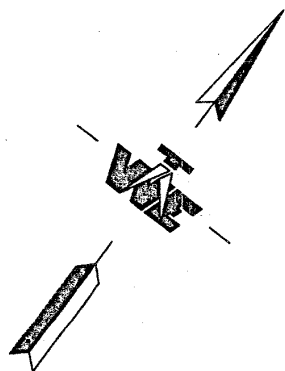
Willow Drain (W22-00) (Franklin Farms Phase 2)

Photo Date: 20190722

View of the detention basin from the street. The basin is not maintained, being overgrown and full of vegetation. The capacity of the basin is unknown.

LAVONNE DRIVE

66' WIDE R.O.W. - 31' F/CURB TO F/CURB



LOW POINT ELEV = 892.25

!!! CAUTION !!!

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REVISION	DATE	BY	DESCRIPTION

WOLVERINE
ENGINEERS AND SURVEYORS, INC.
312 NORTH STREET
MASON, MICHIGAN 48854 PHONE : 517-678-8200

City of Mason
August 9, 2019
FRANKLIN FARM DRIVE
PHOTOS OF DRAINAGE EASEMENT



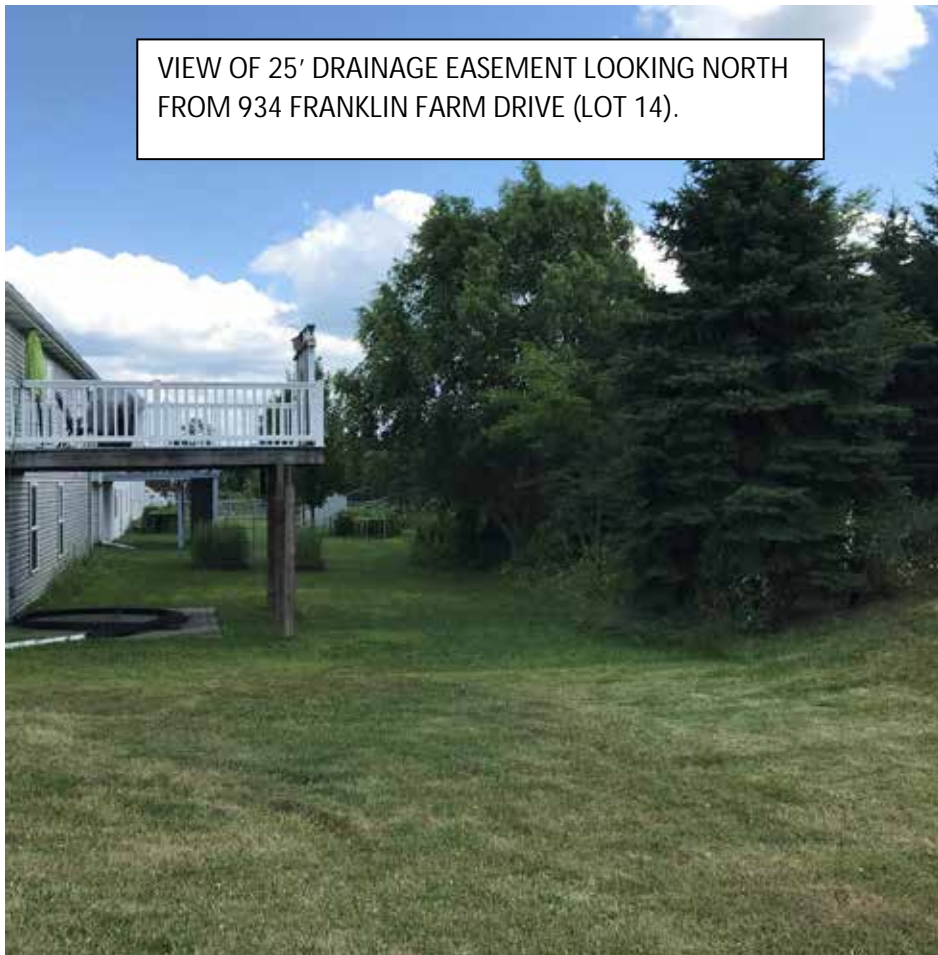
VIEW OF 25' DRAINAGE EASEMENT LOOKING NORTH FROM 965
FRANKLIN FARM DRIVE (LOT 27).



VIEW OF 25' DRAINAGE EASEMENT LOOKING SOUTH FROM 965
FRANKLIN FARM DRIVE (LOT 27).



VIEW OF 25' DRAINAGE EASEMENT LOOKING NORTH
FROM 934 FRANKLIN FARM DRIVE (LOT 14).



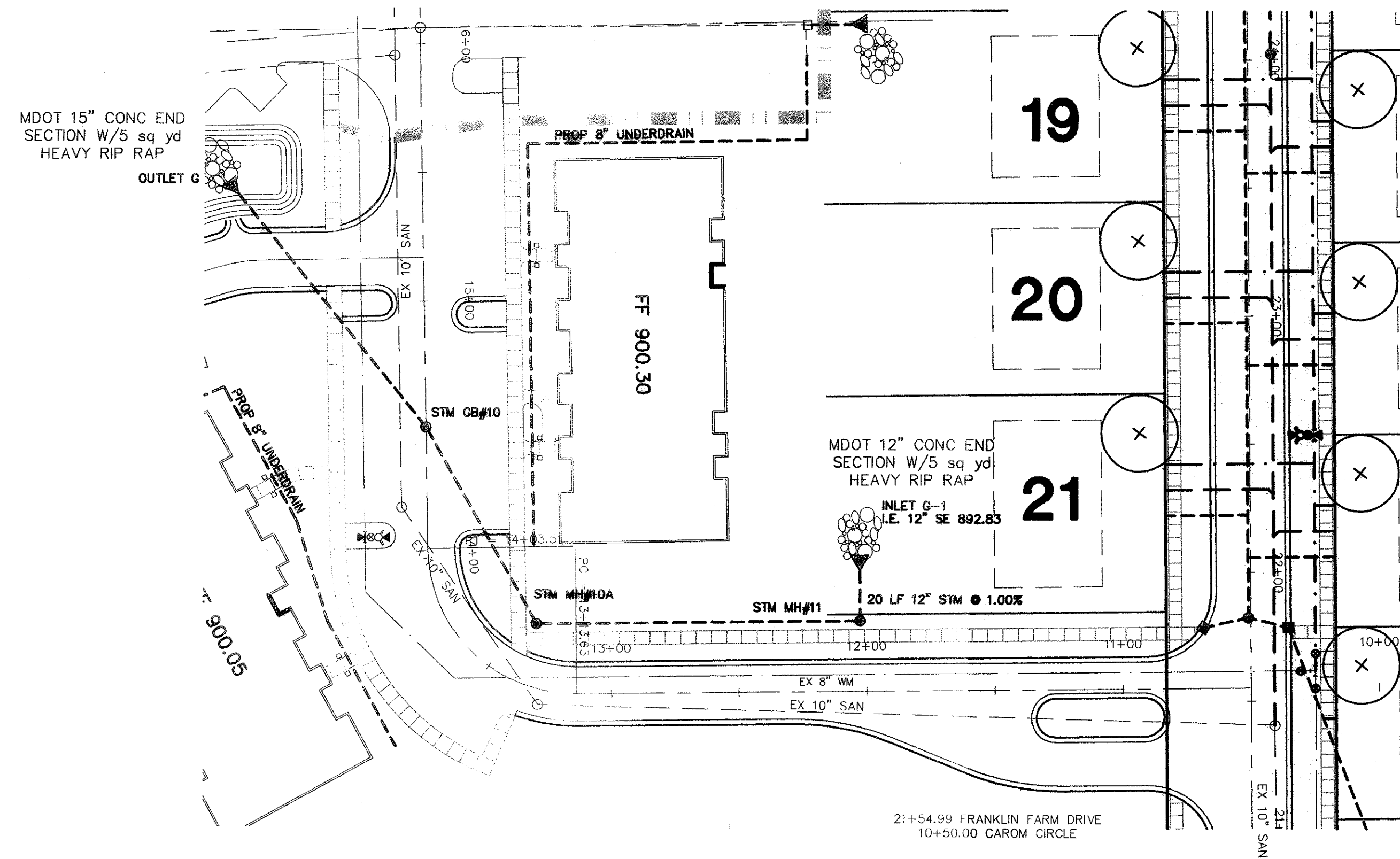
VIEW OF 25' DRAINAGE EASEMENT LOOKING NORTH
FROM 934 FRANKLIN FARM DRIVE (LOT 14).



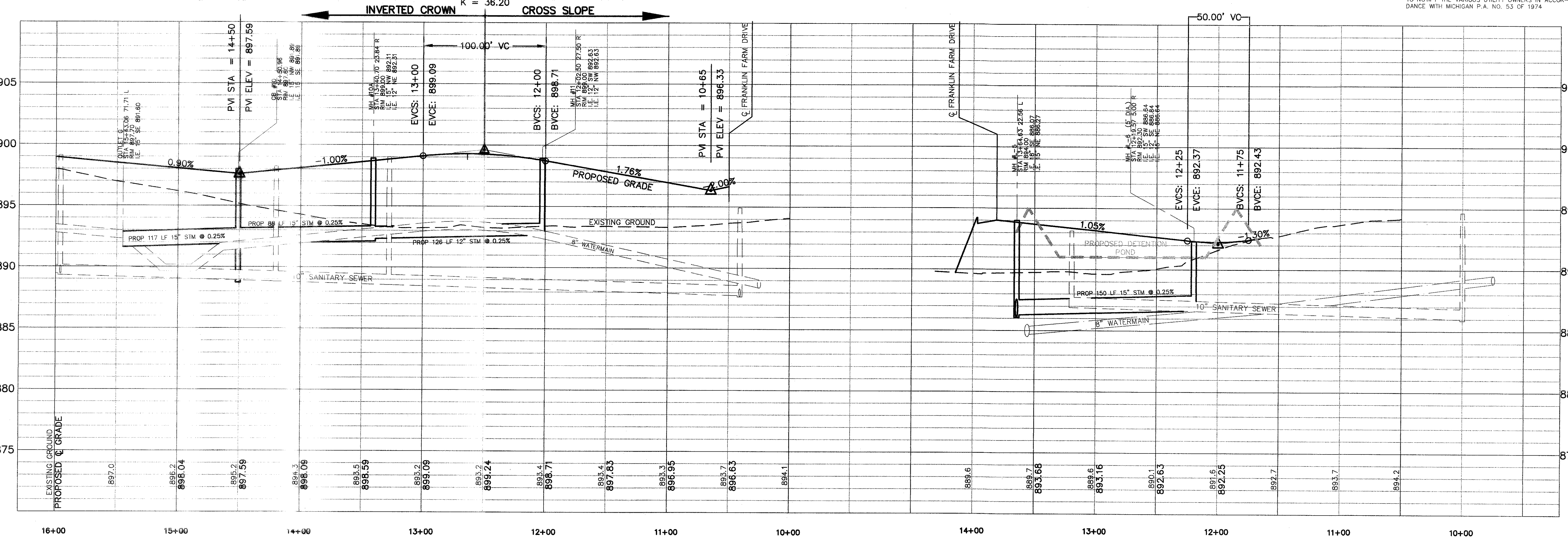
BENCHMARK #1: RAILROAD SPIKE IN THE SOUTH SIDE OF POWER POLE, NORTH SIDE OF EUGENIA DR. @ GARY C. DRIVE
ELEVATION = 917.35 N.V.G.D.
(SUBTRACT 824.50 FOR CITY OF MASON DATUM)

CAROM CIRCLE

VARIABLE WIDTH

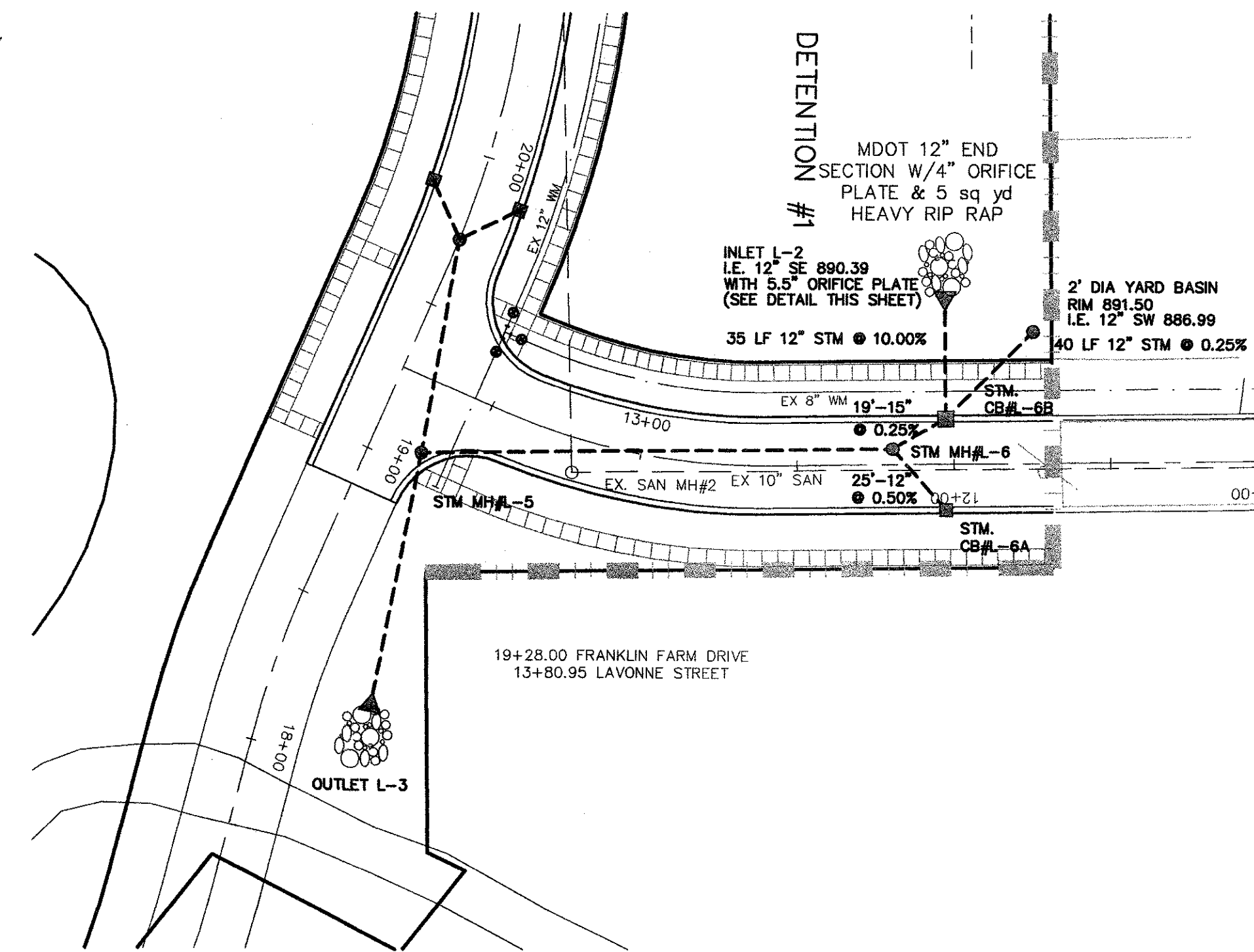


HIGH POINT ELEV = 899.27
HIGH POINT STA = 12+63.80
PVI STA = 12+50
PVI ELEV = 899.59
A.D. = -2.76
K = 36.20



LAVONNE DRIVE

66' WIDE R.O.W. - 31' F/CURB TO F/CURB

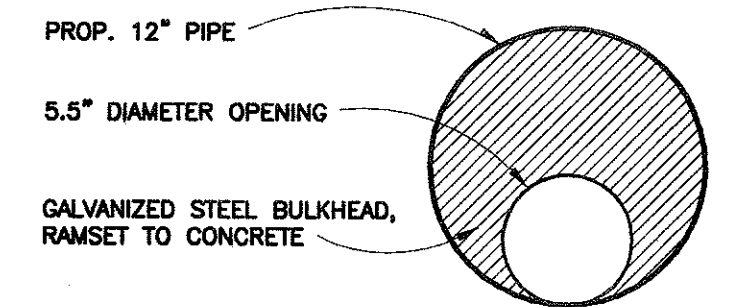


LOW POINT ELEV = 892.25
LOW POINT STA = 12+02.62
PVI STA = 12+00
PVI ELEV = 892.10
A.D. = 2.35
K = 21.25

3 WORKING DAYS
BEFORE YOU DIG
CALL MISS DIG
1-800-482-7171
(toll free)

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DETAIL OF ORIFICE PLATE

FRANKLIN FARMS - PHASE 2
CAROM CIRCLE AND LAVONNE DRIVE
PLAN & PROFILES

APPROVED: JCW
CHECKED: PAF
DRAWN: PAF
JOB NO: 980051
DATE: MAR. 2001
SCALE: 1\"/>

WOLVERINE
ENGINEERS AND SURVEYORS, INC.
312 NORTH STREET
MASON, MICHIGAN 48854 PHONE : 517-676-9200

Exhibit F
Additional Materials
Added 8/14/19

TO: Paul Pratt, Ingham County Deputy Drain Commissioner

FROM: Clark Hill PLC

DATE: August 13, 2019

SUBJECT: Procedures under the Michigan Drain Code to Establish Franklin Farms Storm Infrastructure as part of the Willow Creek Drain

You have requested an outline of the procedures available under the Michigan Drain Code, Public Act 40 of 1956, as amended, MCL 280.1 *et seq.* (“Drain Code”), to improve and establish the private drainage infrastructure within Phase II of the Franklin Farms Site Condominium, located in the City of Mason, as part of the Willow Creek Drain, an existing county drain under the jurisdiction of the Ingham County Drain Commissioner (“Drain Commissioner”). The following outlines petitioned (Chapter 8) and non-petitioned (Section 433) alternatives to improving and establishing the private drainage infrastructure under the Drain Code.

Chapter 8 Petition

Chapter 8 of the Drain Code (MCL 280.191-280.201) governs the process for cleaning out and improving existing county and intercounty drains. Absent a petition, a Drain Commissioner is limited to performing only maintenance and repair of existing county drains up to a certain annual monetary limit. When a petition is filed, an existing drain may be cleaned out, improved, extended, and have branches added, among other activities, with the benefitting properties and public corporation liable for the cost. The following is a basic step-by-step process for a Chapter 8 petition:

- A petition must be filed with the Drain Commissioner signed by either at least 5 freeholders liable to an assessment or a municipality located within the Drainage District.
- After a petition is filed, the Drain Commissioner appoints a three-member board of determination to hear testimony and consider evidence at a public meeting in which all properties within the Drainage District are notified and decide whether a project is necessary. The determination of necessity is subject to a 10-day appeal period.
- If necessity is found and no appeals are filed, or any appeals are resolved, the Drain Commissioner designs the project, acquires easements and obtains any necessary permits in order to construct the project.

- Prior to the construction of the drain project, the Drain Commissioner holds a day of review of apportionments to allow property owners and public corporations an opportunity to review the computation of cost for the project and their tentative apportionments. It is only at this time that the actual cost of the project is known.
- Apportionments, or the percentage of cost assigned to each property or public corporation at-large, are based on benefits derived and are subject to a 10-day appeal period following the day of review.
- The total cost of the drain project, including all engineering, legal, administrative, inspection and construction costs, is then levied through special assessments on benefitting properties and public corporations for a number of years, determined by the Drain Commissioner. The number of years cannot exceed 20.

433 Agreement

Section 433 of the Drain Code (MCL 280.433) provides an alternative non-petitioned method to extend or add a branch to an existing drain to provide additional drainage service to lands within an existing drainage district.

A “433 Agreement”:

- must be signed by the drain commissioner and the developer of lands, or if any lands have been sold, the developer and the landowners;
- obligates the developer to construct adequate drainage facilities according to the plans and specifications approved by the Drain Commissioner at his or her sole cost, including construction, easement acquisition, engineering, inspection, administration and legal expenses. If already constructed, the Drain Commissioner may accept the drainage facilities conditioned on the improvement of the existing drainage facilities to meet the Drain Commissioner’s standards;
- requires the developer to deposit 5% of the cost of the drain, but not more than \$2,500 for purposes of future maintenance;
- requires the developer dedicate the drainage facilities to public use and convey necessary easements to the drainage district;

Should you have any questions regarding the above, please do not hesitate to contact Lauren K. Burton at (248) 988-5854 or LBurton@clarkhill.com.

August 14, 2019

Ms. Elizabeth Hude, AICP
City of Mason
201 W. Ash Street
Mason, MI 48854

RE: Franklin Farms Storm Water Detention Areas

Dear Ms. Hude:

At your request we have reviewed the storm water detention areas for the Franklin Farms particularly for overall maintenance and the storm water holding capacity.

Based upon our review, it is our opinion that:

1. The storm water detention basins have not been maintained by the Home Owner's Association. This is evidenced by the increased vegetation along the detention basin banks and the accumulation of silt deposits on the basin floors.
2. The lack of maintenance has resulted in a diminished capacity to detain storm water.
3. The decreased storm water storage volume will cause an increase in runoff to the Willow Creek from the site during storm events
4. The increased runoff could result in increased flooding or prolonged high-water conditions downstream from Franklin Farms.
5. Any additional development in this area without the restoration of the storm water detention volumes to the original design volumes will exacerbate the current situation.

It is our opinion the development of the remaining vacant lots must be coupled with the cleaning, clearing and dredging of the existing storm water detention basin to restore the original design volumes.

We appreciate the opportunity to provide this information to the City of Mason.

Ms. Hude
August 14, 2019
Page 2 of 2

As always, if you have any questions or require additional information, please do not hesitate to call.

Sincerely,

WOLVERINE ENGINEERS & SURVEYORS, INC.



Donald B. Heck, P.E.

DBH:ood



MEMO

TO: Zoning Board of Appeals
FROM: Elizabeth A. Hude, AICP, Community Development Director
SUBJECT: Flooding near Franklin Farm Drive and Lavonne Street
DATE: August 14, 2019

Dear ZBA Members,

The City Engineer's letter dated August 14, 2019 regarding Franklin Farms Storm Water Detention Areas, mentions the potential for increased flooding downstream from Franklin Farms items 3 and 4. Please be advised that the property directly south of the detention area on the south side of Lavonne Street has historically been prone to flooding. So much so that the property owner has a shed set on blocks to protect it during those floods. In the spring of 2018, the flooding occurred but was an unusual event as it crept beyond its typical limits toward the homes fronting on Eugenia. The City of Mason Fire Department and Department of Public Works successfully prevented the homes from flooding by providing sandbags along the rear of the homes.

While the Franklin Farms development alone is not the cause of the flooding, it is important to understand that the lack of a properly functioning stormwater management system does not improve drainage in the area and will contribute to an adverse impact to the properties.

Attached are Google images of the area and photos of the 2018 flooding event that occurred.

c and nearby places

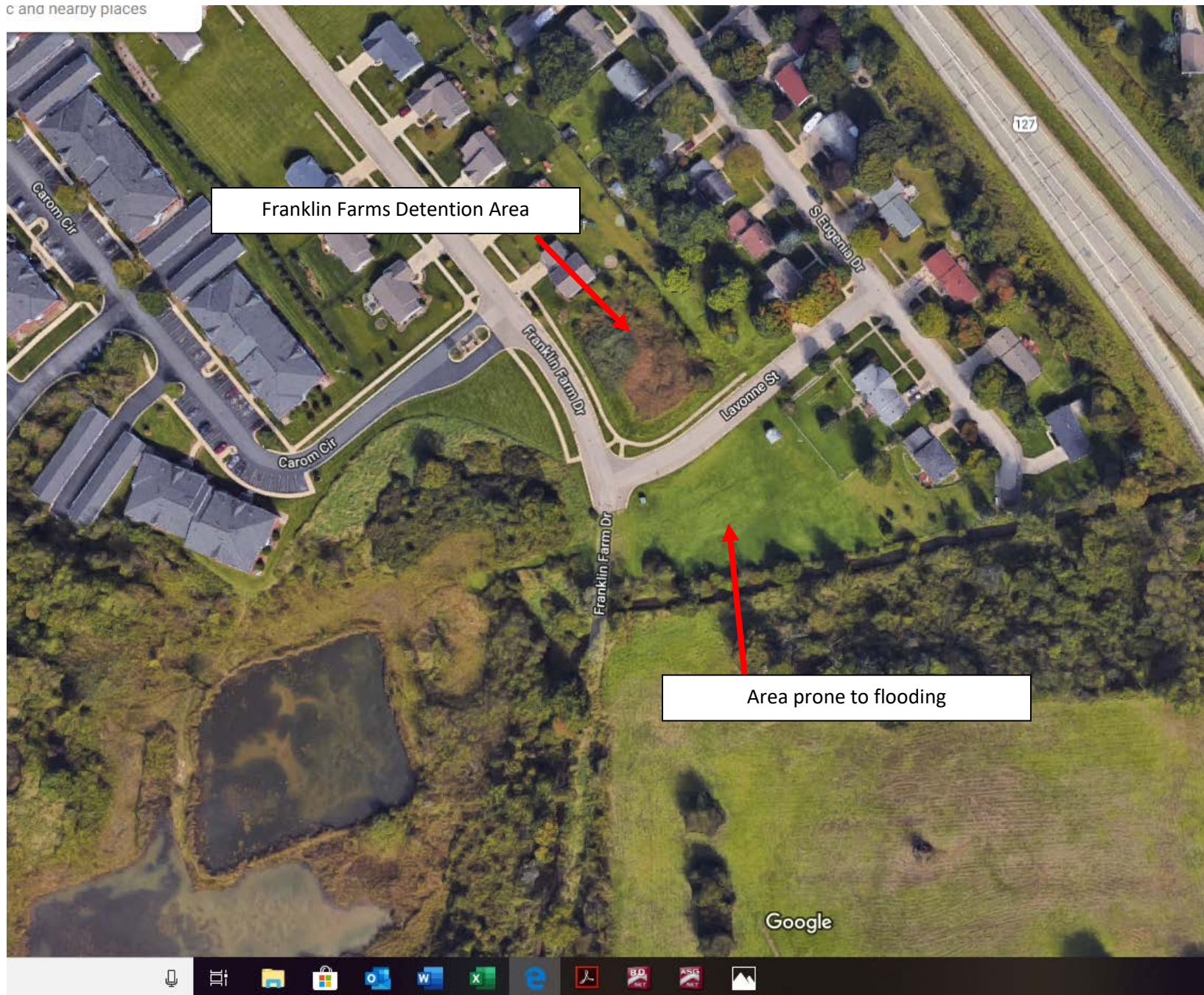










Exhibit G

Materials distributed by Mr. Bonfiglio at
the meeting on 8/14/19

Rec'd 8/14/19 5:34 pm (EH)

Introduction

Esquire Development & Construction, Inc. appeals the denial of the issuance of building permits for Franklin Farms Condominium. The specific addresses are 934 and 965 Franklin Farm Drive. There are a total of 4 vacant home sites in the development. Esquire is seeking to complete the construction of the final four home sites of Franklin Farm Condominium.

General Discussion

The City contends that Sec. 94-95(2) c requires that Esquire, as a permit applicant, "must provide evidence of compliance with Chapter 94, (Zoning), the building code, and all other local, county, state and federal requirements that are applicable to the proposed building, structure or land use." (MEMO dated August 9, 2019 from Elizabeth A. Hude, p 4, hereinafter, Report p__).

The Report and a prior letter states the City's view of how it claims Esquire has failed to demonstrate compliance.

Esquire submits it has complied with applicable requirements.

The City Council for the City of Mason has found that Esquire has satisfied all requirements put forth as reasons for the denial of the building permits. Mason City Council Resolution 2004-13 finds that the utility systems constructed by Esquire have been constructed as per the City of Mason's Development Standards, inspected and approved by the City Engineer. (See City Council Resolutions 2004-13 and 2004-14.)

The City now contends that "The basis for the denial is that the proposed properties are not served by adequate drainage facilities as evidenced by lack of maintenance, and the lack of a condominium association responsible for proper maintenance of the existing detention pond and storm sewer drainage easement that runs along the back of properties fronting on Franklin Farm Drive. (Report p 2.)

Esquire disputes the current conclusions of the City.

The ordinance requirement does not mandate that Esquire operate or maintain the storm drain system. Esquire has done what it is required to do to comply with zoning requirements. It built the utility systems as required by the City. The City Council said so. If there is a failure to comply with the maintenance and operating requirements, it is not a failure by Esquire.

While the City may not approve of the current operation of the storm water system, its dispute is not with Esquire. The City Council was aware when the system was approved that the drain system was to be operated by a condominium association when it approved and accepted the system. The City now seeks to deny Esquire the use of its property because it does not agree with the management of the drain system.

The factual support for the City's contention that the association is inactive is that the homeowners have elected not to continue maintaining its corporate status by failing to file annual reports, and that the City has received two telephone calls from persons at 975 and 1004 Franklin Farm Drive that the callers were not satisfied with the rate at which water was draining from their back yards (Report p 5).

Esquire submits that such evidence does not show Esquire has not complied with the requirements for building permits and does not show that the drain system is not functioning properly. Indeed, it has been in place for nearly 20 years and the objection noted is that the backyards are not draining at a rate some two property owners would like.

Esquire does not dispute that the Franklin Farm Condominium Association, after operating formally for several years, has concluded since then that it does not see a need to operate formally. While not operating formally, that does not mean the homeowners are unwilling or unable to maintain the drainage area. The decision of how to operate the storm drain system is a decision of the homeowners. While the methods and standards may not be the methods and standards the City would like to see, that decision is the decision of the homeowners.

Indeed, the homeowners are currently maintaining the grass area around the detention pond through cooperative effort of the homeowners. Photographs of the backyard easements show that the easements are clear and catch basins are open (see photographs in the report of LSG Engineers and Surveyors).

Around Noon today the City added three documents to the information submitted for consideration. One provides the procedure to enlist the Drain Commission to care for drains. A second item appears to be a second copy of drawings contained in the letter from LSG Engineers and Surveyors. The third letter is a letter from Wolverine Engineering.

The Report (p 4) indicated that Wolverine was preparing a topographical survey that would be reported upon indicating capacity to store current and further housing development. No such survey was included with the letter. The letter indicates that (1) the detention pond is in need of maintenance, (2) lack of maintenance has diminished its capacity, (3) decreased capacity will cause an increase in runoff to Willow Creek during storm events, (4) the increased runoff could increase flooding or prolonged high-water conditions down stream from Franklin Farms, and (5) additional development in this area without restoration of the storm water detention volumes to the original design volumes will exacerbate the current situation. It then offers the opinion that the development of the remaining lots must be coupled with the cleaning, clearing and dredging of the existing storm water detention basin to restore the original design volumes.

The findings and conclusions of the letter from Wolverine are significant for what is not stated. The letter fails to explain what the capacity of the detention pond is. The letter does not state what the storage capacity of the detention pond should be. The

letter does not state what the capacity of the detention area was designed to be. It does not conclude that constructing homes for which the detention pond was designed will cause runoff to exceed appropriate flow limits. The letter does not provide any information necessary to conclude that the system lacks appropriate capacity.

If the City disagrees with the maintenance currently in place and believes the City is being adversely affected and the system should be operated differently, it may take action against the homeowners pursuant to MCL 559.215. That provision of law provides that any person adversely affected by failure to comply with the requirements of a master deed may bring an action in a court of competent jurisdiction. It may also take action to have the Ingham County Drain Commission take over the area. It has chosen to do neither of these things. Rather it seeks to deny Esquire the right to use its property. Alternatively the City has an easement for portions of the storm sewer system. The City could engage in such maintenance as it sees fit on those portions of the system over which it has an easement.

Clarifications Regarding Other Report Items

Page 2 of the Report refers to vacant/undeveloped land. The land is fully developed with all public services.

Also note: Ordinance 94 was not in effect at the time of the approval of Franklin Farm or at the time the condominium was formed. It nonetheless complies with that newer ordinance.

Page 3 starting at line 5- the ownership of the land upon which the detention pond is located is inaccurate. The land has never been vested in The Villages at Franklin Farm Condominium (or Franklin Farm Condominium). Ownership was in the hands of Esquire Development and then conveyed to the unit owners of Franklin Farm Condominium. See Master Deed Exhibit C.

Page 4 the paragraph referencing email dated June 21, 2019 disputes the existence of the City easements for the detention pond. That easement exists, is dated March 1, 2004 and was recorded March 31, 2004. A copy of one easement is attached to this statement.

The Report goes on to note that it is not the obligation of the City to maintain the private utilities that were established pursuant to condominium master deed. Nowhere does the Report indicate that anyone has asked the City to do so. Even if asked, as the Community Development Director points out, the City is not obligated to do so.

Pages 4-5 are the claims of backyard flooding noted above. At two meetings held September 12, 2018 and December 10, 2018 homeowners stated that they did not have problems with drainage.

Exhibit A Resolution 2008-09 was not adopted when submitted to the Planning Commission but was implemented as a result of litigation in the Ingham County Circuit Court, file 09.81.AV and 09.90.AV, making permanent the entrance off Northbrook.

Exhibit D references Easements. None of the City's easements are included in Exhibit D.

Additional Factual Background and Issues from Report.

The storm drain plan that appears to be commented upon in the July 29, 2019 letter and the drawings contained in that letter was changed at the insistence of the City. Some 20 years earlier, on or about July 29, 1999, the City requested modification of the drain plans because the City's engineer was concerned about drainage along the east side of the site where units 22-33 are located. After modifications to the plan had been made and approved by the City making the drainage system more effective, the City issued a cease and desist order and required that the plan again be redesigned and re-excavated. The City mandated that a less effective plan be put in place than the revised plan proposed by Esquire and approved by the City. See letters from the City of Mason dated December 26, 2002 and January 10, 2003.

The Report cites Chapter 94, Sec. 94-227(6) (Report P 6) for the proposition that "provision shall be made for the construction of storm sewer facilities including grading, gutters, piping, on-site storage, and treatment of turf as required to handle storm water and prevent erosion."

The Report goes on to state that "Exhibit E includes a letter from the Ingham County Drain Commission dated July 29, 2019 stating that the detention basin that supports the Franklin Farm development appears not to have been built according to the approved site plan. The detention basin is in need of maintenance and further study in order to determine that sufficient capacity exists to support development." (Report, p 4).

In fact at page 1 of the referenced letter dated July 29, 2019, says "1. In general, the detention basin appears to have been constructed at the location and in accordance with the plans."

More important than the fact that the July 29, 2019 letter says that the detention pond was properly constructed is the City Council Resolutions accepting the storm sewer easements including the detention pond. City Council Resolution 2004-13 dated March 1, 2004 finds the utilities, including the storm system were constructed per the City of Mason's development standards, inspected and approved by the City Engineer (also attached).

Put in historical context, the detention pond and the drainage system were built as mandated by the City. The City approved the system and accepted it. If the City is now dissatisfied with either its construction or maintenance, the City has power and authority to deal with those issues. The City now appears to want to change the

system. While it may do so, it may not deprive Esquire of its property or the use of its property. Just as all the other property owners in Franklin Farm, Esquire has a right to use its property. The City is not and has not prevented the homeowners from using their homes in Franklin Farm. Esquire is only asking to be treated similarly and be allowed to use its property.

Esquire is not proposing additional housing development as implied by the statement at page 4 of the Report (bottom paragraph) and in the July 29 letter, page 2, where it is indicated that further study is needed to determine if the detention area meets "proposed design intent". All studies needed to be done for the issuance of the permits needed to complete Franklin Farms have been done and the system has been found to be proper. The home sites are part of the current development; they are not a new development.

The City found the system was adequate. Now the City seeks to revisit that question. While the City may do so, it is not entitled to deprive Esquire of the use of its property. If the City chooses to expand the storm drain system to accommodate further development or seeks to do other work for other reason in the pond area or on land it owns or has easements over, it has the rights provided under its easement to do so. If the City does not like the way the pond is being operated, it has the right to change its operation. It is not Esquire's responsibility nor does Esquire have the authority to do such work or operate the drain system.

Other Issues raised in the July 2 letter not mentioned in the Report.

At page 2 of its July 2 letter, under the heading, "3- Lack of adequate emergency egress".

The City contends that:

"Under Section 94-176(e)(5) Standards for residential uses:
No more than 25 dwellings shall be served by a single access point except upon finding that a second alternative and reasonable means of emergency vehicle access is available."

This zoning ordinance section deals with site plan approval and the access of emergency vehicles to the site to be developed. Esquire satisfies this requirement. The site developed by Esquire has two access points for ingress and egress, one via Northbrook Street and one via Lavonne Street. These access points were designed to City specifications.

The City references an exit to Kipp Road that the City has stated it would build¹. The access point to Kipp Road is not a requirement for development or

¹ While the City's letter indicates the intent to build the road in the future, it withdrew its application for a necessary permit to build that road in 2009.

construction at Franklin Farm or The Villages at Franklin Farm. The City Council has ruled that such a requirement is illegal (see City Council Resolution 2000-008). Esquire has complied with all requirements imposed on it by its Special Use Permit, has conveyed all property it is required to convey to the City, and the City has accepted that property.

The City appears to argue that Esquire's rights in its site plan may only vest for one year and that Esquire has abandoned its rights as a non-conforming use pursuant to Chapter 94-Article X. Both assertions are incorrect.

Michigan law provides that the right to a site plan is vested when a building permit has been issued after the site plan has been approved and construction has begun, *Schubiner v West Bloomfield Twp*, 133 Mich App 490; 351 NW2d 214 (1982). At least 45 building permits involving 210 living units have been issued since August 30, 2000. Esquire's rights in the site plan are vested and continue. Moreover, no change in that site plan can be made unless agreed to in writing by both parties, MCL 125.3504(5).

As has been pointed out above, Esquire satisfies the requirements of 94-176(e)(5) because it has provided two access points for emergency vehicles at both Franklin Farm Condominium and The Villages At Franklin Farm Condominium. The City fails in showing that Esquire does not meet the requirement of 94-176(e)(5). That is, Esquire's use conforms to the requirements specified in 94-176(e)(5).

Even if Esquire did not satisfy that requirement, Esquire has not abandoned its right to the continuing use of its property as a nonconforming use. In the case of *Livonia Hotel, LLC v City of Livonia*, 215 Mich App 116; 673 NW2d 763 (2003), the Court of Appeals held that to establish abandonment of a nonconforming use more than the mere passage of time is necessary. It is also necessary that the City establish that holder of that vested use intended to give up the right to that use. The City has not and cannot show any intention by Esquire to give up its rights in its property. Esquire does not have any intention of giving up its rights in the use of its property. Esquire has continued to maintain its property and pay taxes on its property throughout its ownership. Esquire has sold 34 of the 38 home sites. The assertion of abandonment is factually and legally incorrect.

The last paragraph of the July 2, 2019 letter says, among other things:

Once the issues regarding the status of the condominium association, a plan for ownership and maintenance of the drainage utility have been addressed, along with your acknowledgment and consent regarding the plan to extend Franklin Farm Drive, we will be happy to consider applications for building permits for future development on Franklin Farm Drive.

For the reasons discussed above, Esquire submits it is improper to deny building permits as a result of a difference of opinion over the drainage pond.

As to the extension of Franklin Farm Drive to Kipp, Esquire has no power to prevent the City from extending Franklin Farm Drive to Kipp and Esquire can find no requirement in the ordinance requiring Esquire to consent. Esquire has conveyed property to the City for its extension and has done all it is required to do to facilitate the extension. It is inappropriate for the City to condition building permits on such consent.

Conclusion

Esquire is a property owner just like all other property owners in Mason including those living on Franklin Farm Drive. Those homeowners were entitled to build homes and use their property and the storm system. Esquire like the other property owners should be able to do the same. The City appears to be attempting to utilize standards for development of a parcel of property to deny building permits on sites that have already gone through that development process and been approved. Esquire has been found by the City Council to be in compliance with all the development requirements. Esquire is not responsible for the operation or maintenance of the drain system. Esquire should be issued its building permits. If the City disagrees with how the homeowners are maintaining the detention areas, the City has other avenues of recourse. Its avenues are not against Esquire.

**CITY OF MASON
CITY COUNCIL RESOLUTION NO. 2004-13**

**ACCEPTANCE OF PUBLIC UTILITY AND ACCESS EASEMENTS FOR
FRANKLIN FARMS DEVELOPMENT, PHASES I AND II**

March 1, 2004

WHEREAS, the developer, Esquire Development & Construction, Inc., has constructed sanitary sewers, storm sewers and a water system in the Franklin Farms Development as recorded in the Ingham County Register of Deeds, Liber 3035, Page 31; and

WHEREAS, the City of Mason desires to obtain permanent easements from Esquire Development & Construction, Inc. for the sanitary sewer and water systems, and portions of the storm sewer system, and for the access to Municipal Well No. 6, as described in the grant of easement documents; and

WHEREAS, the above-described utilities have been constructed as per the City of Mason's Development Standards, inspected and approved by the City Engineer;

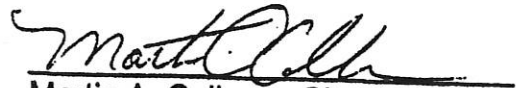
NOW THEREFORE BE IT RESOLVED, that the Mason City Council does hereby accept the above-described utilities constructed in Phases I and II of the Franklin Farms Development as public infrastructure, and the easement for access to Well No. 6.

Yes: (5) Clark, Johnson, Naeyaert, Preadmore, Whipple

No: (0)

Absent: (2) Bruno, Helbig

CLERK'S CERTIFICATION: I hereby certify that the foregoing is a true and accurate copy of a resolution adopted by the City Council at its regular meeting held Monday, March 1, 2004 the original of which is part of the City Council minutes.


Martin A. Colburn, City Clerk
City of Mason
Ingham County, Michigan

**CITY OF MASON
CITY COUNCIL RESOLUTION NO. 2004-14**

**ACCEPTANCE OF PUBLIC IMPROVEMENTS FOR
FRANKLIN FARMS DEVELOPMENT, PHASES I AND II**

March 1, 2004

WHEREAS, the developer, Esquire Development & Construction, Inc., has constructed streets, sanitary sewers, storm sewers and a water system in the Franklin Farms Development as recorded in the Ingham County Register of Deeds, Liber 3035, Page 31; and

WHEREAS, it is in the City of Mason's best interest to accept Northbrook Street, Franklin Farms Drive, Lavonne Street and the sanitary sewer, storm sewer and water systems within street right of way, as public infrastructure; and

WHEREAS, the above-described streets and utilities have been constructed as per the City of Mason's Development Standards, inspected and approved by the City Engineer;


NOW THEREFORE BE IT RESOLVED, that the Mason City Council does hereby accept the above-described streets and utilities constructed in Phases I and II of the Franklin Farms Development as public infrastructure.

Yes: (5) Clark, Johnson, Naeyaert, Preadmore, Whipple

No: (0)

Absent: (2) Bruno, Helbig

CLERK'S CERTIFICATION: I hereby certify that the foregoing is a true and accurate copy of a resolution adopted by the City Council at its regular meeting held Monday, March 1, 2004 the original of which is part of the City Council minutes.


Martin A. Colburn, City Clerk
City of Mason
Ingham County, Michigan



L-3100 P-918

389 44.00 2004-020878



2004-020878

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RECEIVED

MAR 29 2004

INGHAM COUNTY
REGISTER OF DEEDS

GRANT OF EASEMENT

THIS AGREEMENT made this 1 day of March, A.D. 2004 by and between **Esquire Development & Construction, Inc.**, a Michigan Corporation, whose address is 4127 Okemos Road, Suite 1, Okemos, MI, 48864, hereinafter called the "Grantor", and the **CITY OF MASON**, a Michigan municipal corporation, with its principal offices located at 201 W. Ash Street, Mason, MI 48854, hereinafter called the "Grantee".

WHEREAS, the Grantor owns the following described premises:

The Villages at Franklin Farms Condominium Phase I

A parcel of land on part of the Southwest $\frac{1}{4}$ of Section 8, T2N, R1W, City of Mason, Ingham County, Michigan; commencing at the West $\frac{1}{4}$ corner of Section 8; thence S88°55'49"E 661.92 feet; thence S01°19'14"W 1267.72 feet to the point of beginning; thence N70°49'24"E 160.90 feet; thence Southeasterly 89.55 feet along the arc of a 75.00 foot radius curve to the left whose central angle is 68°24'39" and whose chord bears S76°41'10"E 84.32 feet; thence S20°53'30"E 61.93 feet; thence Southwesterly 147.64 feet along the arc of a 125 foot radius curve to the left whose central angle is 67°40'25" and whose chord bears S35°16'18"W 139.21 feet; thence S88°23'42"E 19.50 feet; thence S01°26'05"W 130.90 feet; thence N88°33'55"W 64.00 feet; thence S01°26'05"W 136.46 feet; thence N88°40'46"W 133.82 feet; thence N01°19'14"E 401.31 feet to the point of beginning, containing 1.83 acres of land, more or less, and subject to any easements or rights of way of record.

ALSO:

The Villages at Franklin Farms Condominium Phase II

A parcel of land on part of the Southwest $\frac{1}{4}$ of Section 8, T2N, R1W, City of Mason, Ingham County, Michigan; commencing at the West $\frac{1}{4}$ corner of Section 8; thence S88°55'49"E 661.92 feet; thence S01°19'14"W 1267.72 feet; thence N70°49'24"E 160.90 feet; thence Southeasterly 89.55 feet along the arc of a 75.00 foot radius curve to the left whose central angle is 68°24'39" and whose chord bears S76°41'10"E 84.32 feet to the point of beginning; thence Northeasterly 22.60 feet along the arc of a 75.00 foot radius curve to the left whose central angle is 17°16'01" and whose chord bears N60°28'30"E 22.52 feet; thence S88°33'55"E 157.20 feet; thence S00°24'11"E 80.35 feet; thence S01°53'16"E 100.79 feet; thence S51°53'50"W 51.06 feet; thence N88°33'55"W 178.91 feet; thence N01°26'05"E 28.90 feet; thence N88°23'42"W 19.50 feet; thence Northeasterly 147.64 feet along the arc of a 125.00 foot radius curve to the left whose central angle is 67°40'25" and whose chord bears N35°16'18"E 139.21 feet; thence N20°53'30"W 61.93 feet to the point of beginning, containing 1.07 acres of land, more or less, and subject to any easements or rights of way of record.

ALSO:

Pick Up - City of Mason - Deborah Star 616.9155

The Villages at Franklin Farms Condominium Remaining Phases

A parcel of land on part of the Southwest 1/4 of Section 8, T2N, R1W, City of Mason, Ingham County, Michigan; commencing at the West 1/4 corner of Section 8; thence S88°55'49"E 661.92 feet along the East-West 1/4 line; thence S01°19'14"W 1669.03 feet along the West line of the East 1/2 of the West 1/4 to the point of beginning; thence S88°40'46"E 133.82 feet; thence N01°26'05"E 136.46 feet; thence S88°33'55"E 64.00 feet; thence N01°26'05"E 101.99 feet; thence S88°33'55"E 178.91 feet; thence S37°40'13"E 95.00 feet; thence N51°53'50"E 195.93 feet; thence N37°40'13"W 30.39 feet; thence N52°19'47"E 118.45 feet; thence S37°40'13"E 470.50 feet; thence N52°19'47"E 132.00 feet; thence S37°40'13"E 92.82 feet; thence Southeasterly 113.13 feet along the arc of a 267.00 foot radius curve to the right whose central angle is 24°16'32" and whose chord bears S25°31'57"E 112.28 feet; thence S13°23'41"E 116.11 feet; thence Southeasterly 53.04 feet along the arc of a 33.00 foot radius curve to the left whose central angle is 9°07'35" and whose chord bears S17°57'28"E 52.99 feet; thence S22°31'15"E 52.03 feet; thence Southeasterly 110.84 feet along the arc of a 267.00 foot radius curve to the right whose central angle is 23°47'07" and whose chord bears S10°37'42"E 110.05 feet; thence S01°15'52"W 388.39 feet; thence N88°30'51"W 598.22 feet; thence S01°19'14"W 203.59 feet; thence N88°45'07"W 662.00 feet along the South Section Line; thence N01°19'14"E 222.00 feet along the West line of the East 1/2 of the West 1/4 of the SW 1/4; thence S88°45'07"E 400.00 feet; thence N01°19'14"E 400.00 feet; thence N88°45'07"W 400.00 feet; thence N01°19'14"E 354.92 feet along said West line to the point of beginning containing 25.79 acres of land, more or less, subject to any easements or rights of way of record.

ALSO:

Franklin Farms Condominium

A parcel of land on part of the Southwest 1/4 of Section 8, T2N, R1W, City of Mason, Ingham County, Michigan; beginning at a point S88°55'49"E 661.92 feet and S01°19'14"W 770.00 feet from the West 1/4 corner of Section 8; thence S88°53'55"E 130.62 feet along a line 70.00 feet South and parallel with the South line of Lot 54, Northbrook Farms Subdivision, recorded in Liber 23 of Plats, Page 20, Ingham County Records; thence N01°26'05"E 70.00 feet to the Southeast corner of said Lot 54; thence along the South line of Northbrook Farms Subdivision S88°53'55"E 66.00 feet to the Southwest corner of Lot 53, Northbrook Farms Subdivision; thence S01°26'05"W 70.00 feet, thence S88°53'55"E 145.00 feet along a line 70.00 feet South and parallel with the South line of Northbrook Farms Subdivision; thence N89°52'07"E 135.10 feet; thence N68°55'28"E 66.02 feet to the Southwest corner of Lot 51, Northbrook Farms Subdivision; thence N80°12'14"E 133.75 feet; thence along the Westerly boundary of Northbrook Farms Subdivision the following three courses, S30°47'55"E 25.06 feet; thence Southeasterly 506.70 feet along the arc of a 4224.83 foot radius curve to the left whose central angle is 6°52'18" and whose chord bears S34°14'04"E 506.40 feet; thence S37°40'13"E 692.00 feet to the Northwest corner of Lot 34, Northbrook Farms Subdivision; thence S52°19'47"W 200.00 feet on an extension of the South line of Lavonne Street; thence S76°36'19"W 66.00 feet; thence N13°23'41"W 93.78 feet; thence Northwesterly 113.13 feet along the arc of a 267.00 foot radius curve to the left whose central angle is 24°16'32" and whose chord bears N25°31'57"W 112.28 feet; thence N37°40'13"W 92.82 feet; thence S52°19'47"W 132.00 feet; thence N37°40'13"W 671.91 feet; thence N54°21'50"W 46.01 feet; thence N88°33'55"W 86.59 feet; thence S01°26'05"W 118.00 feet; thence N88°33'55"W 157.20 feet; thence Northwesterly 112.15 feet along the arc of a 75.00 foot radius curve to the right whose central angle is 85°40'39" and whose chord bears N85°19'11"W 101.99 feet; thence S70°49'24"W 160.90 feet to the West line of the East 1/2 of the West 1/4 of the SW 1/4 of Section 8, thence along said West line



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N01°19'14"E 497.72 feet to the point of beginning, containing 13.5867 acres of land, more or less, and subject to any easements or rights of way of record.

This instrument is exempt from the provisions of the Michigan Real Estate Transfer Tax Act pursuant to MCL 207.526(a) - state and MCL 207.505(a) - county.

and

WHEREAS, the Grantee desires to obtain a permanent easement from the Grantor over, under, across, and upon the above-described premises for the maintenance, improvement and/or extension of a municipal storm sewer with related appurtenances; and

WHEREAS, these parties desire to enter into such an agreement for such permanent easement for a municipal storm sewer with related appurtenances.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. In consideration of the sum of One Dollar (\$1.00), the receipt of which is acknowledged, and the prospective benefits to the Grantor to be derived by reason of the locating, improving, extending and/or maintaining municipal utility systems, the Grantor hereby grants, conveys, and warrants to the Grantee, its successors and assigns, a permanent easement for a municipal storm sewer with related appurtenances, over, under, and upon the following described parcel:

Two fifteen (15) foot wide storm sewer easements, two Storm Water detention easements, and a triangular easement parcel, containing 0.01 acres, all as shown on Exhibit A attached hereto.

EXHIBIT "A"

Said permanent easement shall constitute a burden upon the land and shall run with the land.

2. The permanent easement granted herein is for a municipal storm sewer with related appurtenances, including right-of-way across the foregoing premises for ingress and egress to and from said easement parcel, to allow for the inspection, maintenance, improvement, and/or extension of the municipal utilities.




3. The Grantee has the right, pursuant to this Grant of Easement, to cut, trim, or remove vegetation, paving materials, or other property placed within said easement parcel as necessary for the installation, inspection, maintenance, replacement, or improvements of the aforementioned municipal utilities. All work will be performed in a workmanlike manner and in a manner which will cause the least interference with the surface of the easement area. Restoration of landscaped areas shall be the responsibility of the Grantor. Damage to pavement, curb and gutter, and sidewalk will be repaired by the Grantee to a condition equal to the existing condition.
4. No structure, fence, public or private utility, other than the described herewith, shall be placed over, on, or under the easement without the Grantee's permission. The Grantee has the right, pursuant to this Grant of Easement, to remove any structure, fence, or other obstacle in said Easement. Restoration of any structure, fence, or other obstacle shall be the responsibility of the Grantor or his assigns.
5. The Grantor hereby indemnifies and holds harmless the Grantee from any damage occurring to structures located within the above-described easements as a result of inspection, maintenance, improvement, and/or extension to said utility by the Grantee.
6. Grantor covenants that it is lawfully seized and possessed of the premises herein described and warrants the Grantor has a good and lawful right to grant and convey the easement described herein and that no persons or other entities have any rights, title, or interest in said property.
7. Notwithstanding this grant of easement, the detention ponds described in Exhibit A shall remain a general common element of Franklin Farms, a condominium project under master deed recorded at Liber 2897, Page 362, and the condominium association shall remain the owner and responsible party for the maintenance thereof, subject to the easement rights of the Grantee hereunder.



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8. It is expressly understood and agreed by and between the parties hereto that the easement and rights herein granted may be assigned by the Grantee to its successors in interest. It is also understood that this agreement constitutes the entire terms and conditions applicable to the easement as agreed upon by the parties hereto, except as stated herein or as may be amended in writing hereafter.

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CITY OF MASON

By: Russell W. Whipple
Russell W. Whipple, City Mayor

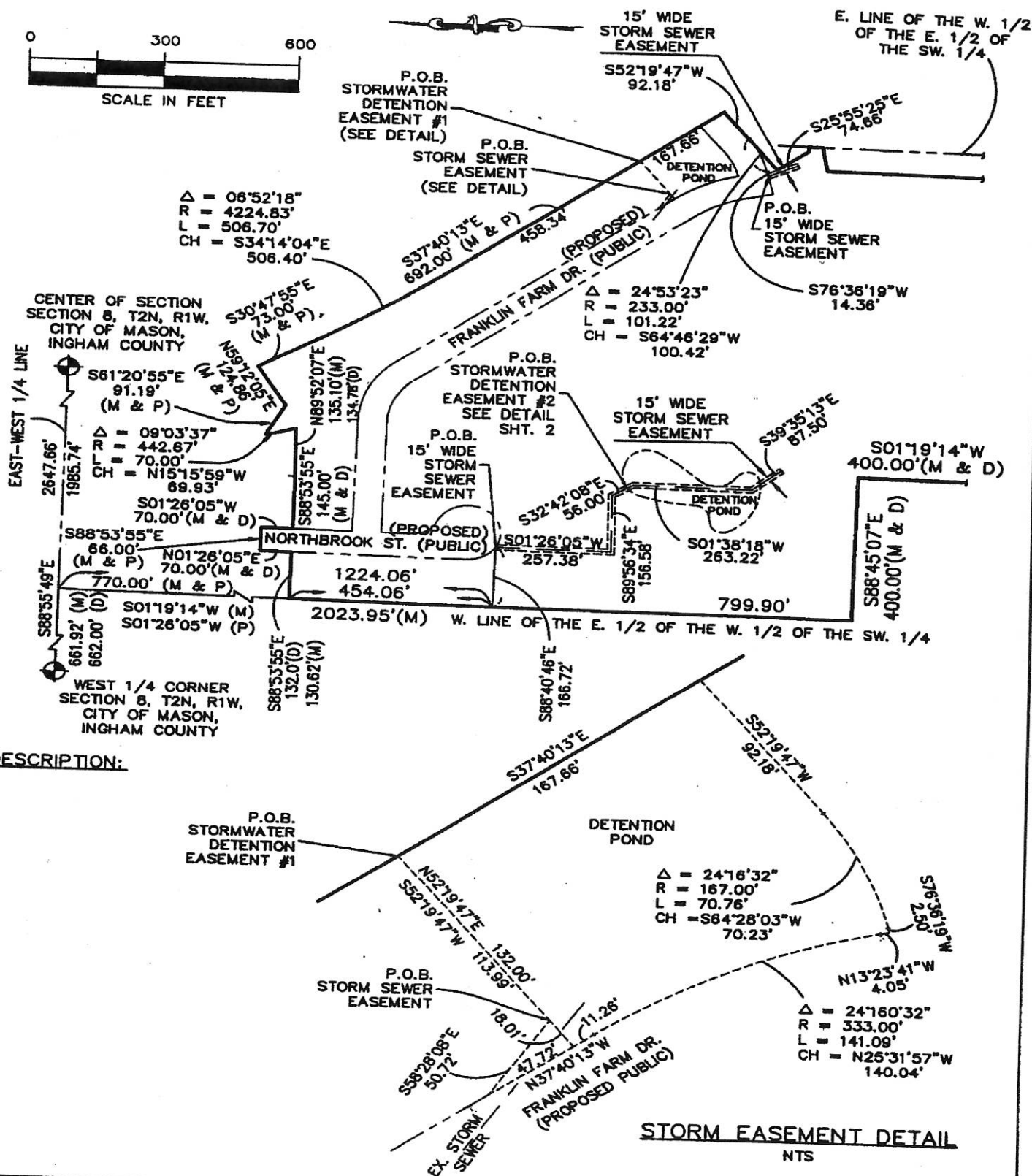
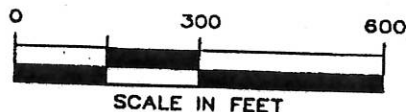
Before me, a Notary Public, on this 2 day of March, 2004, personally appeared Martin A. Colburn, City Administrator of Mason and Russell W. Whipple, City Mayor of the City of Mason, a Municipal Corporation, to me known to be said persons and made oath that they have read the foregoing Grant of Easement by him subscribed and acknowledged the same as their free act and deed.

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EXHIBIT "A"



DESCRIPTION:

P.O.B.
STORMWATER
DETENTION
EASEMENT #1

DETENTION
POND

P.O.B.
STORM SEWER
EASEMENT

EX. STORM
SEWER

FRANKLIN FARM DR.
(PROPOSED PUBLIC)

STORM EASEMENT DETAIL
NTS

LEGEND

ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF
D= DEEDED
P= PLATTED
M= MEASURED
PROPERTY CORNER IRON
CONCRETE MONUMENT
FENCE LINE

FI= FOUND IRON
SI= SET IRON



WOLVERINE ENGINEERS & SURVEYORS, INC
312 NORTH ST. MASON, MICHIGAN 48854
PHONE (517) 676-9200 FAX: (517) 676-9396

SURVEY FOR: FRANKLIN FARMS

DRAWN BY: DAO

SCALE: 1" = 300'

DATE: 12-10-02

SHEET: 1 OF 4

JOB NO.: 98-0051

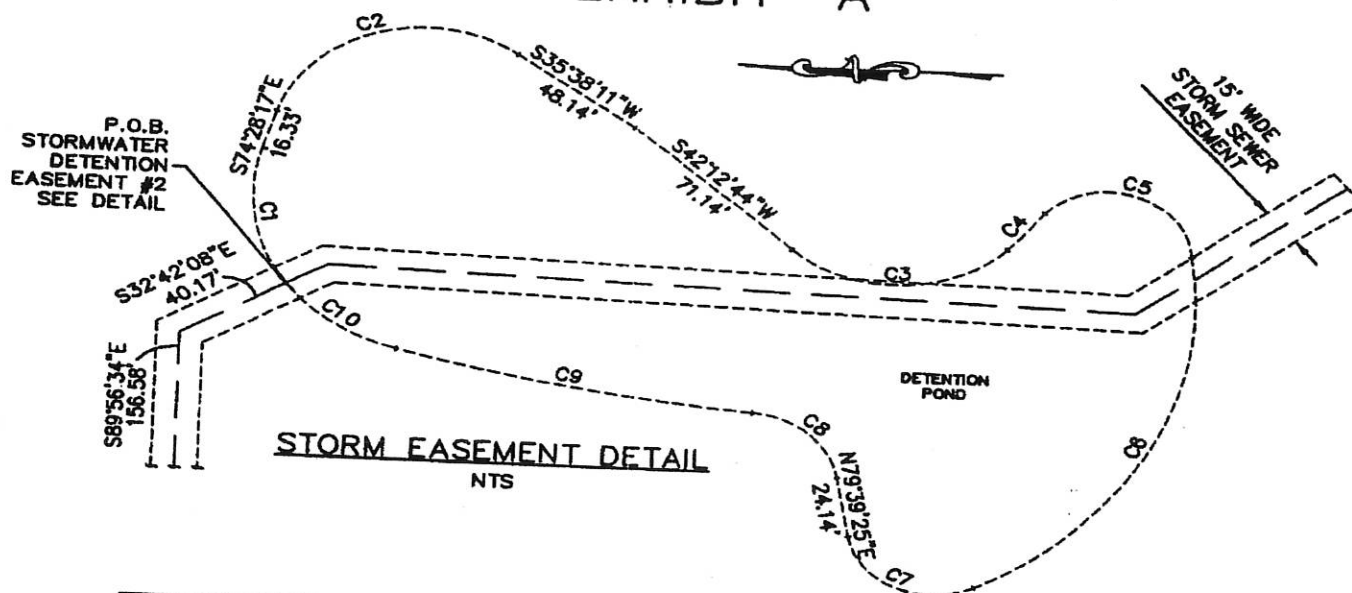
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EXHIBIT "A"



CURVE TABLE					
CURVE	LENGTH	RADIUS	CHORD L.	CH. BEARING	DELTA
C1	57.93'	64.45'	56.00'	N80°13'54"E	51°29'58"
C2	96.09'	50.00'	81.97'	S19°25'03"E	110°06'28"
C3	77.98'	50.00'	70.31'	S02°27'58"E	89°21'24"
C4	19.36'	95.14'	19.33'	S52°58'27"E	11°39'34"
C5	64.83'	27.23'	50.57'	S17°40'25"W	136°24'31"
C6	165.12'	134.78'	154.98'	N64°28'13"W	70°11'42"
C7	53.28'	28.00'	45.60'	N25°08'32"E	109°01'47"
C8	41.38'	31.50'	38.47'	N42°01'25"E	75°16'01"
C9	121.52'	606.52'	121.31'	N10°07'46"E	11°28'45"
C10	42.21'	64.45'	41.46'	N35°43'16"E	37°31'19"

STORM WATER EASEMENTS - FRANKLIN FARMS, CITY OF MASON, INGHAM COUNTY

DESCRIPTION:

A fifteen (15) foot wide easement for storm water purposes the centerline of which is described as commencing at the west 1/4 corner of Section 8, T2N, R1W, City of Mason, Ingham County, Michigan; thence S88°55'49"E 661.92 feet along the east and west 1/4 line of said Section 8; thence S01°19'14"W 1224.06 feet along the west line of the east 1/2 of the west 1/2 of the southwest 1/4; thence S89°45'46"E 166.72 feet to the point of beginning; thence S01°26'05"W 257.38 feet; thence S89°56'34"E 156.58 feet; thence S32°42'08"E 56.00 feet; thence S01°38'18"W 263.22 feet; thence S39°35'13"E 87.50 feet to the point of ending.

ALSO an easement for storm water detention purposes described as commencing at the West 1/4 corner of Section 8, T2N, R1W, City of Mason, Ingham County, Michigan; thence S88°55'49"E 661.92 feet along the East and West 1/4 line of said Section 8; thence S01°19'14"W 1224.06 feet along the West line of the East 1/2 of the West 1/2 of the Southwest 1/4; thence S89°45'46"E 166.72 feet; thence S01°26'05"W 257.38 feet; thence S89°56'34"E 156.58 feet; thence S32°42'08"E 40.17 feet to the point of beginning; thence northeasterly 57.93 feet along the arc of a 64.45 foot radius curve to the right whose chord bears N80°13'54"E 56.00 feet and whose central angle is 51°29'58"; thence S74°28'17"E 16.33 feet; thence

LEGEND

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D= DEEDED
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M= MEASURED
PROPERTY CORNER IRON
CONCRETE MONUMENT
FENCE LINE

FI= FOUND IRON
SI= SET IRON



WOLVERINE ENGINEERS & SURVEYORS, INC
312 NORTH ST. MASON, MICHIGAN 48854
PHONE (517) 676-9200 FAX: (517) 676-9396

SURVEY FOR: FRANKLIN FARMS

DRAWN BY: DAO

SCALE: 1" = 300'

DATE: 12-10-02

SHEET: 2 OF 4

JOB NO.: 98-0051

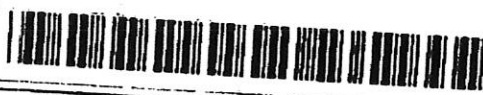


EXHIBIT "A"

southeasterly 96.09 feet along the arc of a 50.00 foot radius curve to the right whose chord bears S19°25'03"E 81.97 feet and whose central angle is 110°06'28"; thence S35°38'11"W 48.14 feet; thence S42°12'44"W 71.14 feet; thence southeasterly 77.98 feet along the arc of a 50.00 foot radius curve to the left whose chord bears S02°27'58"E 70.31 feet and whose central angle is 89°21'24"; thence southeasterly 19.36 feet along the arc of a 95.14 foot radius curve to the left whose chord bears S52°58'27"E 19.33 feet and whose central angle is 11°39'34"; thence southwesterly 64.83 feet along the arc of a 27.23 foot radius curve to the right whose chord bears S17°40'25"W 50.57 feet and whose central angle is 136°24'31"; thence northwesterly 165.12 feet along the arc of a 134.78 foot radius curve to the right whose chord bears N64°28'13"W 154.98 feet and whose central angle is 70°11'42"; thence northeasterly 53.28 feet along the arc of a 28.00 foot radius curve to the right whose chord bears N25°08'32"E 45.60 feet and whose central angle is 109°01'47"; thence N79°39'25"E 24.14 feet; thence northeasterly 41.38 feet along the arc of a 31.50 foot radius curve to the left whose chord bears N42°01'25"E 38.47 feet and whose central angle is 75°16'01"; thence northeasterly 121.52 feet along the arc of a 606.52 foot radius curve to the right whose chord bears N10°07'46"E 121.31 feet and whose central angle is 11°28'45"; thence northeasterly 42.21 feet along the arc of a 64.45 foot radius curve to the right whose chord bears N35°43'16"E 41.46 feet and whose central angle is 37°31'19" to the point of beginning, containing 0.79 of an acre more or less.

ALSO an easement for stormwater detention purposes on a parcel of land on part of the Southwest 1/4 of Section 8, T2N, R1W, City of Mason, Ingham County, Michigan; described as commencing at the West 1/4 corner of Section 8; thence S88°55'49"E 661.92 feet; thence S01°19'14"W 770.00 feet; thence S88°53'55"E 130.62 feet along a line 70.00 feet South and parallel with the South line of Lot 54, Northbrook Farms Subdivision, recorded in Liber 23 of Plats, Page 20, Ingham County Records; thence N01°26'05"E 70.00 feet to the Southeast corner of said Lot 54; thence along the South line of Northbrook Farms Subdivision S88°53'55"E 66.00 feet to the Southwest corner of Lot 53; thence S01°26'05"W 70.00 feet; thence S88°53'55"E 145.00 feet along a line 70.00 South and parallel with the South line of Northbrook Farms Subdivision; thence N89°52'07"E 135.10 feet; thence Northwesterly 70.00 feet along the arc of a 442.67 foot radius curve to the right whose central angle is 9°03'37" and whose chord bears N15°15'59"W 69.93 feet to the Southeast corner of Lot 52; thence along the Southwesterly boundary of Northbrook Farms Subdivision the following five courses, S61°20'55"E 91.19 feet; thence N59°12'05"E 124.86 feet; thence S30°47'55"E 73.00 feet; thence Southeasterly 506.70 feet along the arc of a 4224.83 foot radius curve to the left whose central angle is 6°52'18" and whose chord bears S34°14'04"E 506.40 feet; thence S37°40'13"E 458.34 feet to the point of beginning; thence continuing S37°40'13"E 167.66 feet; thence S52°19'47"W 92.18 feet on the southwest extension of the North line of Lavonne Street; thence Southwesterly 70.76 feet along the arc of a 167.00 foot radius curve to the right whose chord bears S64°28'03"W 70.23 feet and whose central angle is 24°16'32"; thence S76°36'19"W 2.50 feet to the North line of Franklin Farm Drive, proposed public; thence along said North line the following three (3) courses: (1) N13°23'41"W 4.05 feet (2) northwesterly 141.09 feet along the arc of a 333.00 foot radius curve to the left whose chord bears N25°31'57"W 140.04 feet (3) N37°40'13"W 11.26 feet; thence N52°19'47"W 132.00 feet to the point of beginning, containing 0.54 of an acre more or less.

LEGEND

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CONCRETE MONUMENT ○
FENCE LINE —*—*—*—*



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SURVEY FOR: FRANKLIN FARMS	
DRAWN BY: DAO	DATE: 12-10-02
SCALE: 1" = 300'	3 OF 4
	JOB NO.: 98-0051



EXHIBIT "A"

ALSO an easement for storm sewer purposes on a parcel of land on part of the Southwest 1/4 of Section 8, T2N, R1W, City of Mason, Ingham County, Michigan; described as commencing at the West 1/4 corner of Section 8; thence S88°55'49"E 661.92 feet; thence S01°19'14"W 770.00 feet; thence S88°53'55"E 130.62 feet along a line 70.00 feet South and parallel with the South line of Lot 54, Northbrook Farms Subdivision, recorded in Liber 23 of Plats, Page 20; Ingham County Records; thence N01°26'05"E 70.00 feet to the Southeast corner of said Lot 54; thence along the South line of Northbrook Farms Subdivision S88°53'55"E 66.00 feet to the Southwest corner of Lot 53; thence S01°26'05"W 70.00 feet; thence S88°53'55"E 145.00 feet along a line 70.00 South and parallel with the South line of Northbrook Farms Subdivision; thence N89°52'07"E 135.10 feet; thence Northwesterly 70.00 feet along the arc of a 442.67 foot radius curve to the right whose central angle is 9°03'37" and whose chord bears N15°15'59"W 69.93 feet to the Southeast corner of Lot 52; thence along the Southwesterly boundary of Northbrook Farms Subdivision the following five courses, S61°20'55"E 91.19 feet; thence N59°12'05"E 124.86 feet; thence S30°47'55"E 73.00 feet; thence Southeasterly 506.70 feet along the arc of a 4224.83 foot radius curve to the left whose central angle is 6°52'18" and whose chord bears S34°14'04"E 506.40 feet; thence S37°40'13"E 458.34 feet; thence S52°19'47"W 113.99 feet to the point of beginning; thence continuing S52°19'47"W 18.01 feet to the North line of proposed Franklin Farm Drive; thence along said North line N37°40'13"W 47.72 feet; thence S58°28'08"E 50.72 feet to point of beginning containing 0.01 of an acre more or less.

ALSO a fifteen foot wide easement for storm sewer purposes the centerline of which is described as commencing at the West 1/4 corner of Section 8, T2N, R1W, City of Mason, Ingham County, Michigan; thence S88°55'49"E 661.92 feet; thence S01°19'14"W 770.00 feet along the West line of the East 1/2 of the West 1/2 of the Southwest 1/4; thence S88°53'55"E 130.62 feet along a line 70.00 feet South and parallel with the South line of Lot 54, Northbrook Farms Subdivision, recorded in Liber 23 of Plats, Page 20, Ingham County Records; thence N01°26'05"E 70.00 feet to the Southeast corner of said Lot 54; thence along the South line of Northbrook Farms Subdivision S88°53'55"E 66.00 feet to the Southwest corner of Lot 53; thence S01°26'05"W 70.00 feet; thence S88°53'55"E 145.00 feet along a line 70.00 South and parallel with the South line of Northbrook Farms Subdivision; thence N89°52'07"E 135.10 feet; thence Northwesterly 70.00 feet along the arc of a 442.67 foot radius curve to the right whose central angle is 9°03'37" and whose chord bears N15°15'59"W 69.93 feet to the Southeast corner of Lot 52; thence along the Southwesterly boundary of Northbrook Farms Subdivision the following five courses, S61°20'55"E 91.19 feet; thence N59°12'05"E 124.86 feet; thence S30°47'55"E 73.00 feet; thence Southeasterly 506.70 feet along the arc of a 4224.83 foot radius curve to the left whose central angle is 6°52'18" and whose chord bears S34°14'04"E 506.40 feet; thence S37°40'13"E 692.00 feet to the Northeast corner of Lot 34 of said Northbrook Farms Subdivision; thence S52°19'47"W 92.18 feet on the Southwest extension of the South line of Lavonne Street; thence southwesterly 101.22 feet along the arc of a 233.00 foot radius curve to the right whose chord bears S64°46'29"W 100.42 feet and whose central angle is 24°53'23" to the point of beginning; thence S25°55'25"E 74.66 feet to the point of ending.

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4 OF 4

JOB NO.: 98-0051

201 W. Ash St.
P.O. Box 370
Mason, MI 48854-0370
www.mason-mi.com

City of Mason



City Hall 517 676-9155
Police 517 676-2458
Fax 517 676-1330
TDD 1-800-649-3777

January 10, 2003

Mr. James Bonfiglio
President
Esquire Development and Construction, Inc.
4127 Okemos Road, Suite 1
Okemos, MI 48864

RE: Franklin Farms II

Dear Mr. Bonfiglio:

I am following up from our conversation on January 9, 2003. Mr. Enger, City Engineer, is proceeding with forwarding you the concepts discussed on elevations along the back property line of the eastern component of your property. He has proceeded with a site visit since our meeting of January 6, 2003. This will give you the specific information I believe you are seeking so that you can forward it to the Ingham County Drain Commission.

You have expressed concern about the issuance of building permits. Mr. Howard, Zoning and Development Director, is willing to issue additional building permits. At this time only two have been requested across the rear of lots 22-33. Be advised that the public infrastructure has not been accepted yet so that the maintenance is still the responsibility of the owner. The public easements that have been forwarded are currently under review.

In regard to the two requests for reduction of the letter of credit posted by Esquire for the Franklin Farms project, I wanted the two engineers to clearly agree which one was for approval as they were at different rates and dated three days apart. The amount will be reduced to \$118,828.08. Mr. Howard will be forwarding a letter stating the acceptance of this amount.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Martin A. Colburn". The signature is fluid and cursive, with a large, stylized "M" and "C".

Martin A. Colburn
City Administrator

CC: Jim Howard/Zoning and Development Director
Joe Dean/Public Works Director
Ron Enger/City Engineer