

MAINTENANCE AGREEMENT

Randall Mann, a single man, dba Great Lakes Land Company, whose address is PO Box 941, Traverse City, MI 49685, owner(s) and/or developer(s), of:

Parcel A: A parcel of land in Section 19, Town 21 North, Range 11 West, described as: Beginning at the South 1/4 corner of said Section 19, thence North 00 degrees 06 minutes 37 seconds West 2625.09 feet along the North-South 1/4 line to the center post, as monumental, of said Section 19; thence South 89 degrees 54 minutes 38 seconds East 665.08 feet along the East-West 1/4 line; thence South 00 degrees 01 minute 29 seconds East 2624.05 feet to the South line of Section 19; thence along said South line and within the right of way of West 48 Road, South 90 degrees 00 minutes 00 seconds West 661.15 feet to the point of beginning. Subject to the right of way of West 48 Road.

Parcel B: A parcel of land in Section 19, Town 21 North, Range 11 West, described as: Beginning at the South 1/4 corner of said Section 19, thence North 00 degrees 06 minutes 37 seconds West 2625.09 feet along the North-South 1/4 line to the center post, as monumental, of said Section 19; thence South 89 degrees 54 minutes 38 seconds East 665.08 feet along the East-West 1/4 line to the point of beginning; thence continuing along said 1/4 line South 89 degrees 54 minutes 38 seconds East 1995.22 feet to the East 1/4 corner of Section 19; thence South 00 degrees 13 minutes 56 seconds West 983.53 feet along the East line of Section 19; thence North 89 degrees 54 minutes 38 seconds West 1990.81 feet; thence North 00 degrees 01 minute 29 seconds West 983.54 feet to the point of beginning.

Together and subject to a 33 foot wide easement the East line of which is described as: Commencing at the South 1/4 corner of Section 19; thence North 90 degrees 00 seconds 00 minutes East 1322.30 feet to the East line of said 33 foot easement and the point of beginning; thence North 00 degrees 03 minutes 39 seconds East 1639.48 feet to the South line of Parcel B and the point of ending.

A parcel of land in Section 19, Town 21 North, Range 11 West, described as: Beginning at the South 1/4 corner of said Section 19, thence North 90 degrees 00 minutes 00 seconds East 1322.30 feet along the South line of Section 19 to the East 1/8 line; thence along said 1/8 line North 00 degrees 03 minutes 39 seconds East 1311.51 feet to the point of beginning; thence continuing along said 1/8 line North 00 degrees 03 minutes 39 seconds East 327.97 feet; thence South 89 degrees 54 minutes 38 seconds East 1327.21 feet to the east line of Section 19; thence along said East line South 0 degrees 13 minutes 56 seconds West 326.94 feet to the South 1/8 line; thence along said South 1/8 line North 89 degrees 57 minutes 18 seconds West 1326.23 feet to the point of beginning.

Together and subject to a 33 foot wide easement the East line of which is described as: Commencing at the South 1/4 corner of Section 19; thence North 90 degrees 00 seconds 00 minutes East 1322.30 feet to the East line of said 33 foot easement and the point of beginning; thence North 00 degrees 03 minutes 39 seconds East 1639.48 feet to the South line of Parcel B and the point of ending. Henderson Township, Wexford Township, Michigan

I/we, on 10/1/2015, hereby establish this agreement for the improvement, maintenance, use for the parcels and easements located within the above description. Parcel and easement identification is established by survey recorded at 676/320.



INTENT:

It is the intent of this maintenance agreement to provide an effective, yet convenient mechanism for the above description owners to maintain easements. Provide, reasonably safe condition suitable for safe efficient travel by the parcel owners, their invites, governmental agencies and public/private utilities. It is the intent of this agreement to maintain in a reasonably suitable condition for travel, yet not to maintain the roads at that level of care or condition that would be required by the county road commission standards for public roads. To that end the undersigned agree that the roads should, from time to time, be graded, have gravel base maintained, maintain the crown, and provided for drainage. That accumulation of snow and other hazards should be removed from time to time as needed. This agreement shall be in addition to any and all governmental restrictions that may be now or hereafter be applicable to the maintenance and repair of said roads.

COST:

The cost of improving, maintaining and repairing roads/easements such as, by way of illustration, and not necessarily by way of limitation, the construction, improvement, snow plowing, surfacing and re-surfacing, brining and/or chloriding, grading, and other like of similar improvements, maintenance or repairs, shall be shared by all owners, their successors and assigns in the percentage/usage chart incorporated hereto. Annual due to be in the amount of \$200.00 per year.

PERCENT/MAINTENANCE SPLIT CHART:

Developer and/or owner, Randall Mann, dba Great Lakes Land Company, retains rights to easements/roads, however is exempt from paying yearly dues. All other parcel owners within the development are to share in the cost equity.

GENERAL MAINTENANCE:

Maintain easement in good condition. With repairs and upkeep on a yearly bases as needed.

DETERMINING MAINTENANCE NEEDS:

When repairs or maintenance appear to be necessary (other than simple yearly cleanup), a simple majority of the owners is needed to authorize the work and said owners will be financially obligated. Owners will be notified by mail and have 15 days to respond in writing of their vote. If they do not respond within 15 days of the postmarked mailing, then they shall be deemed to have waived their vote for that proceeding. The persons undertaking such construction, maintenance, or repairs, shall contract for and initially pay all reasonable cost associated with them. The person(s) incurring such expenses shall bill, or require pre-payment from, the other owner(s) for their share. If any Owner shall fail to pay any statement tendered by another owner(s) to him, or to his successors and assigns, within 10 days after receipt thereof, the amount of such statement, together with interest thereon at the maximum legal rate, plus attorney fees necessary for collection, shall automatically become a lien upon the parcel of the owner billed. The owner incurring the expense may, at his option, pursue any legal remedy he may deem necessary to collect the unpaid bill, including foreclosure of the lien.

STANDARD YEARLY DUES:

An initial administrator will be designated by the developer/owner. The administrator shall prepare an estimated road snow removal and simple yearly cleanup budget, for each year, and send it to the parcel owners along with their yearly dues bill. Owners must provide said administrator with any address or ownership changes. Dues will be billed in the first quarter of each year for that year. Payment will be due at the time of billing. The Administrator shall collect said dues and deposit this money in a separate account to be opened in a bank of his choice. Said account to be open for review by any parcel owner upon request. If the dues bill is not paid by September of the billed year a \$25.00 delinquent fee will be added. If said bill is not paid by November of the billed year a \$100.00 fee will be added, and in the following year a Lien will be placed on the owners parcel. The administrator shall cause the road to be maintained in accordance with the budget amount. The owners, by a percentage majority vote, may at any time change the administrator. Said vote may be taken by mail, in writing, or in a meeting assembled for such purpose.



MISCELLANEOUS PROVISIONS:

- A) No heavy equipment will be permitted on or across easements during the time that the Grand Traverse County Michigan "frost laws" are in effect. The type and weight of the equipment not permitted and the "frost laws" beginning and ending dates will be according to the established county guidelines.
- B) All owners shall be required to be members of an unincorporated association to accomplish the purposes intended in this agreement. Nothing herein shall prevent the incorporation of a non-profit corporation to assume the rights and obligations of the association in the event that circumstances warrant it.
- C) At any time, the owners may establish a road committee to deal with future issues as they may occur. If any action is to be taken that affects the easements, such as, but not limited to paving, attachments of secondary roads, culverts, etc., then the procedure for voting herein established should be followed. All private driveways connecting to easements/roadways shall be installed and maintained at the sole expense of the owner whose property is serviced by that driveway, without any obligation to contribute or defray those costs by any other owners.
- D) An absent owner may vote upon matters to be decided by the giving of a written proxy to another person or by the giving of a clearly and unambiguously written statement of the owner's position on those matters that have been previously scheduled for a vote. The Vendee(s) under a land contract may be given the proxy of the fee owner if their contract so provides. Such a vendee(s) shall be and become full voting participants and responsible parties under this agreement.

AMENDMENTS:

The rights and responsibilities set forth in this agreement shall be perpetual, and shall run with the land. They shall be binding upon the parties hereto, their heirs, successors, and assigns. The provisions of this agreement may be amended or terminated but only with the consent of a majority of an owners vote.

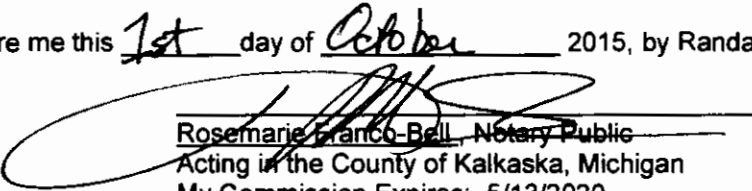
Dated this 1st day of October 2015
Signed by:



Randall Mann, dba Great Lakes Land Company

STATE OF MICHIGAN)
) SS
COUNTY OF GRAND TRAVERSE)

The foregoing instrument was acknowledged before me this 1st day of October 2015, by Randall Mann, dba Great Lakes Land Company



Rosemarie Franco-Bell, Notary Public
Acting in the County of Kalkaska, Michigan
My Commission Expires: 5/13/2020