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Kalkaska County Joan Hall, Register

**MAINTENANCE AGREEMENT
 AND
 RESTRICTIONS**

Rosemarie Franco-Bell and Edmund J. MacKeller PO Box 39, Kalkaska, MI 49646, owner(s) and/or developer(s) of:

THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 20, TOWN 28 NORTH, RANGE 7 WEST, RAPID RIVER TOWNSHIP, KALKASKA COUNTY, MICHIGAN.

We, on 6/26/07, hereby establish this agreement for the improvement, maintenance, use and to set forth restrictions for the parcels and easements located within the above description. Parcel and easement identification is established by survey and said surveys are attached.

MAINTENANCE

INTENT

It is the intent of this maintenance agreement to provide an effective, yet convenient mechanism for the owners owning parcels within the above description, to maintain a shared easement road. To provide a reasonably safe easement, suitable for safe travel by parcel owners, their invites, governmental agencies and public and private utilities. That accumulation of snow and other hazards should be removed from time to time as needed.

OWNER LIABILITY:

Each owner shall be responsible to promptly repair any damage caused to the easements of whatever kind or nature by themselves, their guests, invites and by any contractor, tradesman or utilities supplier entering the subject lands at that owners request. If such owner fails to make repairs to the reasonable satisfaction of the remaining owners, the other owners may do so and charge the cost of such repairs to the responsible parties. If unpaid, such charges shall be a lien against the property owned by the owner who is responsible for the damages.

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 in the form of a yearly dues bill. Owners must provide said administrator with any address or ownership changes. The owners will vote on the estimate within 15 days of receipt. If passed by a simple majority vote the owners will be notified, and said dues will become due and owing. If modified, a follow up vote will be taken.

Dues will be billed in the fourth quarter of each year to cover the following 12 months. 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 a dues bill is not paid by the next bill date a \$50.00 (and \$50.00 for each year not paid) delinquent fee will be added. If said bill is not paid by the following bill date 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.

RESTRICTIONS:

- A) Camping will be allowed
- B) No HUD Homes (single of Multi-sectional).
- C) No commercial timbering of property.
- D) Property to be used for residential purpose. No commercial enterprises shall be conducted from a residence where it creates additional traffic, noise, storage needs, equipment, etc., is allowed.
- E) Dogs must be restrained or kept in pens unless accompanied/observed by its owner.
- F) No storage of junk, household items, trash, abandoned vehicles, etc., unless in an enclosed structure.
- G) No noxious or offensive odors or excessive offensive or objectionable noise, will be permitted.
- H) Properties can not be split.
- I) Only one family dwelling allowed per parcel.
- J) Live Stock by approval (including location of buildings, pens and enclosures)
- K) Driveways must come off of private Easement Road.
- L) Out buildings should be placed with neighbors will being in mind.

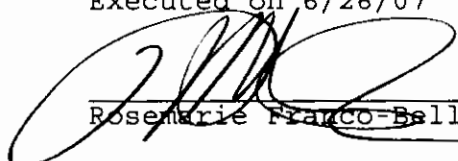
MISCELLANEOUS PROVISIONS:

- A) 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.
- B) At any time, the owners may establish a road/restriction committee to deal with future issues as they may occur. If any action is to be taken that affects the shared easement, a vote must be taken. All private driveways connecting to easement road 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.
- C) 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 owners 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/restrictions shall be perpetual, and shall run with the land. One vote per parcel, by parcel owner or their proxy. In the event of a tie vote the Developer will be the deciding vote. This document 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 75% owner vote.

Executed on 6/26/07

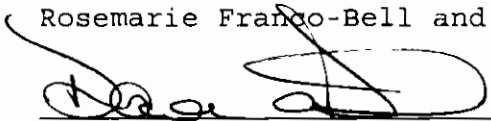


Rosemarie Franco-Bell



Edmund J. MacKeller

Subscribed and sworn to before me this 26, June, 2007, by Rosemarie Franco-Bell and Edmund J. MacKeller.




DANA O'DELL
NOTARY PUBLIC, STATE OF MICHIGAN
 County of Antrim
 My Commission Expires 6-11-12
 Acting in the County of Kalkaska

Drafted by:
Rosemarie P. Franco-Bell, PO Box 39, Kalkaska, MI. 49646

WE THE UNDERSIGNED PURCHASER(S) ACKNOWLEDGE HAVING RECEIVED A COPY OF THE ROAD MAINTENANCE AGREEMENT AND RESTRICTIONS, RECORDED AT REGISTER OF DEEDS DOCUMENT # _____, AND ALONG WITH A COPY OF THE SURVEY THAT BENEFITS, BURDENS AND RUNS WITH THE PARCELS OF LAND LOCATED IN THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 20, TOWN 28 NORTH, RANGE 7 WEST.

HE/SHE/THEY ACKNOWLEDGE AND ACCEPT THE TERMS OF SAID ROAD MAINTENANCE AGREEMENT AND RESTRICTIONS.

SIGNED ON 10/10/07



Jonathan Fredrick Shier



Janice Marie Shier

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HE/SHE/THEY ACKNOWLEDGE AND ACCEPT THE TERMS OF SAID ROAD MAINTENANCE AGREEMENT AND RESTRICTIONS.

SIGNED ON 9-30-07



Mark J. Raymond



Carol F. Raymond

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WE THE UNDERSIGNED PURCHASER(S) ACKNOWLEDGE HAVING RECEIVED A

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HE/SHE/THEY ACKNOWLEDGE AND ACCEPT THE TERMS OF SAID ROAD MAINTENANCE AGREEMENT AND RESTRICTIONS.

RESTRICTION AS TO PARCEL ONE ONLY: THE RED PINE STAND RUNNING ALONG THE WESTERLY SIDE OF PARCEL ONE IS TO REMAIN UNTOUCHED AND STANDING. ONLY DEAD, DYING, DECEASED, OR FALLEN TREES ARE TO BE REMOVED.

SIGNED ON 10/1/07



David M. Parrish



Debra K. Parrish

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