



ROAD MAINTENANCE AGREEMENT

This **Road Maintenance Agreement** is made this 25th day of October 2022, by Dockery Hills, LLC, a Michigan limited liability company of P.O. Box 941, Traverse City, Michigan 49685 (“Developer”).

WHEREAS, Developer is developing a condominium project located in the Township of Kalkaska, County of Kalkaska, State of Michigan and legally described on the attached **Exhibit A**, which is being developed as a site condominium project pursuant to the recording of the Master Deed for Dockery Hills, recorded 11/1/2022, at Document No. 3165571, Kalkaska County Records (“Dockery”).

WHEREAS, all of the units in Dockery will be served by private roads (“Roads”).

WHEREAS, all owners of units in Dockery will be members of Dockery Hills Condominium Association, which has been created to administer the affairs of Dockery (“Association”).

WHEREAS, Developer desires to establish an agreement for the maintenance and repair of the Roads for the mutual use and benefit of the owners of the units within Dockery (“Owners”).

NOW THEREFORE, by acceptance of title to any unit in Dockery, in order to accomplish this purpose and to allow the use of the Road, the lot Owners agree to use and maintain the Road subject to the following terms and conditions:

1. Private Road. The Roads will be private and the Kalkaska County Road Commission and Michigan Department of Transportation shall have no obligation to maintain the Roads in any manner.
2. Cost Sharing. The cost of Roads’ maintenance, improvements, resurfacing and any other maintenance costs related to the Roads will be apportioned equally to all Owners in accordance with the terms of the Master Deed for Dockery Hills referenced above (“Master Deed”).
3. Maintenance Decisions. Decisions regarding the Roads maintenance, including but not limited to, the determination of what work is required, shall be made by the Association in accordance with the terms of the Master Deed.


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 Prepared BY

4. Collection of Costs. If any Owner fails or refuses to pay his or her share of any costs apportioned hereunder, or fails to abide by the terms of this Agreement, within thirty (30) days after written notice thereof is given, such share costs shall be a lien against that Owners Parcel and collected in accordance with the terms of the Master Deed. In accordance with the terms of the Master Deed, the Association shall have the right to foreclose its lien and seek to recover delinquent payment through a suit at law. Notwithstanding anything contained herein to the contrary, nothing herein shall be deemed to limit the rights of the Association to enforce its rights to collect delinquent assessments in accordance with the terms of the Master Deed.
5. Maintenance Obligations. If the Association fails to adequately maintain the Roads, including grading, drainage and signage, in accordance with public agency requirements, the Owners shall be required to perform such maintenance and shall share the expense as provided for herein. Kalkaska Township shall have the right to inspect the Roads and make repairs if it deems necessary if the Association and Owners refuse to maintain or repair the Roads and shall have the right to establish a special assessment district to pay for such expenses.
6. New Owners. By purchase of a unit subject to this Agreement (“Units”), the purchaser thereof consents and agrees to be bound by all of the terms and conditions set forth in this Agreement. This Agreement is intended to run with the land and to bind and benefit the Roads, the Units, and the Owners thereof, in perpetuity.
7. Interpretation. To the extent the terms of this Agreement conflict with the Master Deed, the terms of the Master Deed shall Control.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned hereby executes this Agreement on the date first above written.

Dockery Hills, LLC, a Michigan limited liability company



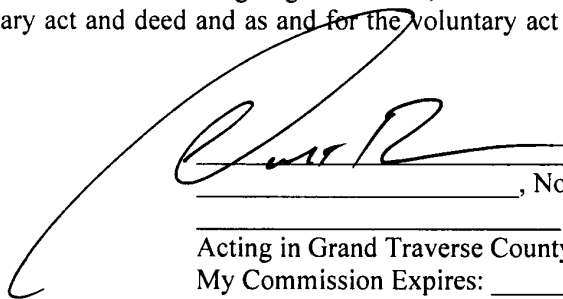
By: Randall W. Mann
Its: Member

STATE OF MICHIGAN)
) ss.
COUNTY OF GRAND TRAVERSE)

Acknowledged on the 25th day of October 2022, before me personally appeared Randall W. Mann, Member of Dockery Hills, LLC, a Michigan limited liability company, the organization described in and which executed the foregoing instrument, and that he signed his name thereto as and for his voluntary act and deed and as and for the voluntary act and deed of said organization.

David H Rowe

NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF Grand Traverse
My Commission Expires 05/22/23
Acting in the County of _____


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

Prepared by/Return to:
David H. Rowe, Esq.
Alward, Fisher, Rice, Rowe & Graf, PLC
412 S. Union Street
Traverse City, MI 49684
(231) 346-5400

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EXHIBIT A

Legal Description

Property situated in Kalkaska Township, Kalkaska County, State of Michigan, and described as follows, viz:

A parcel of land situated in Kalkaska Township, Kalkaska County, Michigan, and more fully described as follows:

That part of the South 1/2 of the Southeast 1/4 of Section 6, Town 27 North, Range 8 West and the West 1/2 of the Southwest 1/4 of Section 5, Town 27 North, Range 8 West described as;

Commencing at the South 1/4 corner of said Section 6, Town 27 North, Range 8 West; thence South 89°11'37" East along the South line of said Section 1116.95 feet to a point in the centerline of Dockery Road for the point of beginning; thence North 20°56'21" West along said centerline 502.22 feet; thence North 89°45'37" East 160.50 feet; thence North 00°14'23" West 200.74 feet; thence South 89°45'37" West 212.70 feet to a point in the centerline of Dockery Road; thence North 13°03'56" West along said centerline 675.59 feet to a point on the South 1/8 line of said Section 6; thence South 89°09'53" East along said 1/8 line 1928.78 feet to a point on the West line of said Section 5; thence North 01°08'31" East along the West line of said Section 1321.51 feet to the West 1/4 corner of said Section 5; thence South 88°47'43" East along the East-West 1/4 line of said Section 1316.19 feet to a point on the West 1/8 line of said Section; thence South 01°10'37" West along said 1/8 line 2644.40 feet to a point on the South line of said Section 5 and the centerline of Richardson Road; thence North 88°44'06" West along said South line and said centerline 1314.59 feet to the Southwest corner of said Section 5 also being the Southeast corner of said Section 6; thence North 89°11'37" West along the South line of said Section 6 and the centerline of Richardson Road 1517.06 feet to the point of beginning; and containing 131.97 acres of land.

Subject to the rights of the public over the Westerly 33 feet thereof as occupied by Dockery Road.

Also subject to the rights of the public over the Southerly 33 feet thereof as occupied by Richardson Road.

Further subject to easements, right-of-ways, reservations and restrictions of record.

DOCKERY HILLS LANE;

An easement situated in Kalkaska Township, Kalkaska County, Michigan, and more fully described as:

A 66 feet wide easement for ingress egress and the installation and maintenance of public and private utilities over and across a part of the South 1/2 of the Southeast 1/4 of Section 6, Town 27 North, Range 8 West and that part of the West 1/2 of the Southwest 1/4 of Section 5, Town 27 North, Range 8 West, the centerline of easement being described as;

Commencing at the South 1/4 corner of said Section 6, Town 27 North, Range 8 West; thence South 89°11'37" East along the South line of said Section 1116.95 feet to a point in the centerline of Dockery Road; thence North 20°56'21" West along said centerline 502.22 feet; thence North 14°48'58" West along said centerline 207.41 feet; thence North 13°03'56" West along said centerline 626.50 feet to the point of beginning of said easement centerline; thence South 89°09'53" East 235.20 feet; thence 483.30 feet on the arc of a 371.29 feet radius curve to the right whose long chord bears South 51°52'29" East 449.89 feet; thence 483.23 feet on the arc of a 371.10 feet radius curve to the left whose long chord bears South 51°53'21" East 449.81 feet; thence South 89°11'37" East 830.95 feet; thence 458.86 feet on the arc of a 728.55 feet radius curve to the left whose long chord bears North 72°45'47" East 451.31 feet (to point "A" which is the centerline of road intersection's Dockery Hills Lane & Ruby Lane as shown on attached Exhibit B); thence North 54°43'11" East 572.17 feet; thence 277.81 feet along the arc of a 297.08 feet radius curve to the left whose long chord bears North 27°55'48" East 267.80 feet; thence North 01°08'24" East 133.58 feet; thence 262.46 feet along the arc of a 322.52 feet radius curve to the left whose long chord bears North 22°10'22" West 255.28 feet; thence 231.03 feet along the arc of a 114.02 feet radius curve to the right whose long chord bears North 12°33'41" East 193.48 feet; thence North 70°36'31" East 170.23 feet to the point of ending of said 66 feet wide easement and the center of a 60.00 feet radius cul-de-sac turn around easement. Said centerline containing a total of 4138.82 lineal feet.

Subject to the rights of the public over the Westerly 33 feet thereof as occupied by Dockery Road.

AND

RUBY LANE;

An easement situated in Kalkaska Township, Kalkaska County, Michigan, and more fully described as:

A 66 feet wide easement for ingress egress and the installation and maintenance of public and private utilities over and across a part of the West 1/2 of the Southwest 1/4 of Section 5, Town 27 North, Range 8 West, the centerline of easement being described as;

Commencing point "A" in the above description (said point is the centerline of road intersection's Dockery Hills Lane & Ruby Lane as shown on attached Exhibit B) for the point of beginning; thence South 35°16'49" East 150.00 feet; thence South 50°03'11" East 468.33 feet to the point of ending of said 66 feet wide easement and the center of a 60.00 feet radius cul-de-sac turn around easement. Said centerline containing a total of 618.33 lineal feet.

Also subject to easements, right-of-ways, reservations and restrictions of record.