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2021R-22162
STATE OF MICHIGAN
GRAND TRAVERSE COUNTY
RECORDED 10/06/2021 03:11:37 PM
PEGGY HAINES REGISTER OF DEEDS
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PARADISE RANCH
ROAD MAINTENANCE AGREEMENT

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Randall W. Mann (DBA) Great Lakes Land Company whose address is P.O. Box 941 Traverse City, Mi. 49685 and The Steven A. Voisin and Eva T. Voisin, VEI 401K PS Plan Trust, dated 1-11-1990, Restated 1-01-20220 owners and developers of:

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Parcels 1 through 76, Part of Section 33 & 34 Town 26 North, Range 10 West Paradise Township, Grand Traverse County, Michigan. Parcels being part of the "Paradise Ranch" development:

We on 10/6/2021, do hereby establish this agreement for the granting, improvement, maintenance and use of road(s), road rights of way(s), and drainage easements as identified below: Further described by certificate of survey by Mansfield Land Use Consultants dated 8/19/2021 and recorded on 10/5/2021 at 2021S-00118, Grand Traverse County Register of Deeds.

PUBLIC ROADS/ROW Summit City North, Summit City South and Slocum Road West as described. A 66-foot wide, easement for ingress, egress, and utilities that terminates with turnaround in part of section 33 & 34, T27N, R10W, Paradise Township, Grand Traverse County Michigan.

PRIVATE ROADS Easements A,B,C,D,E,F and G: Described as 66- foot wide, easements for ingress, egress, and utilities that terminates with 52- foot cul de sacs in part of section 33 & 34, T27N, R10W, Paradise Township, Grand Traverse County Michigan.

DRAINAGE EASEMENTS Drainage Easements A, B, C, D, E, F, G, H, I, J, and K part of section 33 & 34, T27N, R10W, Paradise Township, Grand Traverse County Michigan.

PARCELS 1-76 IDENTIFIED HEREIN ARE HEREBY SUBJECT TO THIS AGREEMENT.

INTENT:

It is the intent of this maintenance agreement to provide an effective, yet convenient mechanism for the above described owners to maintain roads, road right of ways, and drainage areas in a reasonably safe condition suitable for efficient travel by, yet not to maintain the roads at that level of care or condition that would be required by the county road commission standards for maintained roads. To that end, the undersigned agree that the roads should, from time to time be maintained. In that, general upkeep should be performed to maintain or improve the condition of the physical access to provide ingress and egress as needed. This agreement shall be in addition to any and all governmental requirements and/or private restrictions that may be now or hereafter applicable to the described parcels or maintenance and repair of said roads or drainage areas.

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, mowing of shoulder/right of ways and other like or similar improvements, maintenance or repairs, shall be shared equally by owners of parcels herein described, their successors and assigns. Unless otherwise indicated, the initial dues per lot to be \$600.00 annually. Total revenue for initial annual maintenance budget from 76 lots projected to be \$45,600.

DEVELOPER RIGHTS:

The owner Randall W. Mann (DBA) Great Lakes Land Company and VEI 401K PS Plan Trust, dated 1-11-1990, Restated 1-01-20220, their heirs and assigns are exempt from paying the dues of unsold parcels. In the event the dues received from sold parcels are insufficient to fund the required maintenance, the developers will pay the deficiency balance.

GENERAL MAINTENANCE:

Maintain road, easements and right of way in good condition, with repairs and upkeep on a yearly basis as needed.

DETERMINING MAINTENANCE NEEDS:

Should repairs or additional maintenance be necessary, a simple majority of the owners shall be required to authorize the work. Owners will be notified and have 15 days to respond in writing of their vote. If they do not respond within 15 days 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 30 days after receipt thereof, the amount of such statement, together with interest thereon up to the maximum legal rate, plus all fees necessary for collection, shall automatically become a lien upon the parcel of the owner billed. The owner incurring the expense may also, at his/her option, pursue any legal remedy he/she 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 maintenance and drainage easement 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 September of each 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 30 days from the date billed a \$25.00 delinquent fee will be incurred. If said bill is not paid by November of the billed year a \$100.00 fee will be added, and if not paid by 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 majority vote, may at any time replace the administrator. Said vote may be taken by mail, in writing, or in a meeting assembled for such purpose.

LIEN PARAGRAPH: Any costs incurred for normal maintenance or major capital improvements of the easement as described herein shall be a burden upon the land with a lien therefore against any parcel for which the costs of

maintenance or improvements have not been paid by the owner of such parcel. Any such lien shall be attached upon the filing and recording of an affidavit by any two or more owners of the remaining parcels which are subject to and liable for such cost. Such affidavit shall set forth the description of the parcel or property against which the lien is claimed, what the expenditure is for, the total amount of the expenditure, the portion attributable to such parcel or property, and the date or dates of expenditures. A copy of the affidavit shall be sent to the owner or owners of the parcel against which the lien is claimed by regular mail, with postage prepaid, at the owner's last known address. All road maintenance costs, if not paid by a parcel owner, shall constitute a lien against the parcel that may be enforced against the parcel by other lot owners or by a non-profit corporation if one is formed under the agreement.

TOWNSHIP IS HELD HARMLESS: The owners will hold the Township harmless from liability and indemnify the Township from liability associated with any repair or maintenance or approval of the private roads by the Township.

MISCELLANEOUS PROVISIONS:

A) No heavy equipment will be permitted on or across roads 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 roads, 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 the 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.

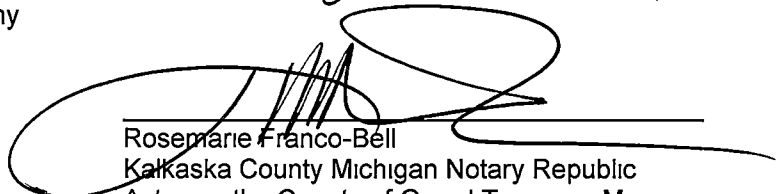
Signed by



Randall W. Mann
d/b/a Great Lakes Land Company

STATE OF MICHIGAN)
) SS
COUNTY OF GRAND TRAVERSE)

The foregoing instrument was acknowledged before me this 6th day of October 2021, by
Randall W. Mann d/b/a Great Lakes Land Company

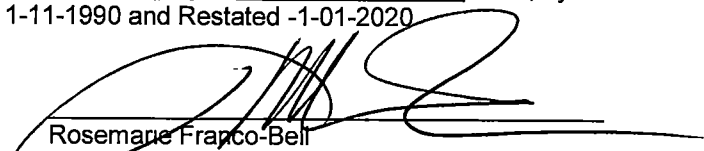

Rosemarie Franco-Bell
Kalkaska County Michigan Notary Republic
Acting in the County of Grand Traverse, Mi
My Commission Expires 5/13/26

Steven A. Voisin Trustee

Steven A. Voisin, Trustee of the VEI 401K PS Plan Trust,
Dated 1-11-1990 and Restated -1-01-2020

STATE OF MICHIGAN)
) SS
COUNTY OF GRAND TRAVERSE)

The foregoing instrument was acknowledged before me this 6th day of October 2021, by Steven A. Voisin, Trustee of the VEI 401K PS Plan Trust, Dated 1-11-1990 and Restated -1-01-2020

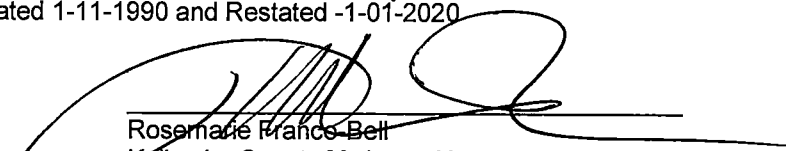

Rosemarie Franco-Bell
Kalkaska County Michigan Notary Republic
Acting in the County of Grand Traverse, MI
My Commission Expires 5/13/2026

Eva T. Voisin Trustee

Eva T. Voisin, Trustee of the VEI 401K PS Plan Trust,
Dated 1-11-1990 and Restated -1-01-2020

STATE OF MICHIGAN)
) SS
COUNTY OF GRAND TRAVERSE)

The foregoing instrument was acknowledged before me this 6th day of October 2021, by Eva T. Voisin, Trustee of the VEI 401K PS Plan Trust, Dated 1-11-1990 and Restated -1-01-2020


Rosemarie Franco-Bell
Kalkaska County Michigan Notary Republic
Acting in the County of Grand Traverse, MI
My Commission Expires 5/13/2026

Drafted by and return to. Randall W. Mann, whose address is P.O. Box 941 Traverse City, MI 49685