

ROAD USE AND MAINTENANCE AGREEMENT

The following provisions are intended to apply to the use and maintenance of a private road depicted on the attached Survey Sketch depicting Parcels "A", "B", "C" and a "Green Space" (2.20 acres) and a private road depicted thereon. The private road services Lots "A", "B" and "C". The owner of any such lots shall be subject to the provisions of this agreement and the provisions are intended to be permanent. Provided however, the sharing of maintenance expenses shall be required only of owners who have built structures or improvements to their property, hereafter "Participating Owners". Non-Participating Owners of unimproved land will not be required to share in the maintenance costs described herein. Participating Owners will share all costs equally for any portion of the road used by them.

1. Use. The use of the private road shall be limited to those uses customarily associated with an easement for ingress and egress and installation of utilities for single family residential use.

2. Road Maintenance. The private road and its related items, such as ditches, shall be maintained in a condition like and similar to the current condition.

3. Snow Removal. The private road shall be kept reasonably free of snow on a timely basis to allow normal vehicular access to and from the single family residences.

4. Administration. The owner(s) of each of the three parcels subject to this agreement shall meet not less than once per year with written notice provided to each Participating Owner(s). Provided not less than thirty (30) days prior to the meeting. At the meeting each parcel shall be represented by one individual owner and each said individual shall have one vote.

At the annual meeting one of the owners shall be elected to be the representative of the group authorized to enter into contractual relationships for the fulfillment of the provisions of this agreement.

At the meeting the group shall determine what maintenance is necessary for the upcoming year and the projected cost of said maintenance will be assessed equally among the Participating Owners. Each Participating Owner's share shall be paid to the groups' elected representative within ten (10) days thereafter. The representative shall be authorized to handle and disburse the funds as is necessary to carry

out the provisions of this agreement. In the event the budgeted amount is insufficient, another meeting can be held to vote on and assess for the additional costs.

All decisions of the group shall require a simple majority. However, any change in the level of maintenance of the private road that would either cause an upgrade in the quality of the road, i.e. blacktop, or a deterioration in the quality of the gravel driveway, shall require a unanimous vote.

5. Enforcement. In the event any owner fails to pay the costs assessed herein, any of the other individual owners may commence an action in the appropriate Mackinac County court to obtain a money judgment in the amount of the assessment, plus actual costs and attorney fees incurred by the Plaintiff owner.

The legal descriptions for Parcel "A", "B" and "C" are as follows:

PARCEL "A": Commencing at a concrete monument at the East $\frac{1}{4}$ corner of Section 31, Town 41 North, Range 4 West, Moran Township, Mackinac County, Michigan; thence South $00^{\circ} 37' 27''$ East 1526.71 feet along the North-South Section line to the South Right-of-Way of US-2; thence North $74^{\circ} 45' 54''$ West 772.90 feet along said South Right-of-Way; thence Northwesterly 1089.84 feet along the arc of a curve to the right, with a radius of 11,559.16 feet, with a chord which bears North $72^{\circ} 03' 50''$ West 1089.44 feet along said South Right-of-Way; thence South $08^{\circ} 31' 12''$ West 190.00 feet to the POINT OF BEGINNING; thence South $08^{\circ} 31' 12''$ West 546.12 feet to the shore of Lake Michigan; thence North $84^{\circ} 43' 18''$ West 99.16 feet along the shore of Lake Michigan; thence South $61^{\circ} 54' 41''$ West 216.12 feet along the shore of Lake Michigan; thence South $73^{\circ} 52' 38''$ West 123.32 feet along the shore of Lake Michigan; thence North $25^{\circ} 10' 57''$ East 747.45 feet; thence South $86^{\circ} 50' 05''$ East 171.00 feet to the POINT OF BEGINNING, being a portion of the Fractional West Half of the Southeast Quarter of Section 31, Town 41 North, Range 4 West, Moran Township, Mackinac County, Michigan.



PARCEL "B": Commencing at a concrete monument at the East $\frac{1}{4}$ corner of Section 31, Town 41 North, Range 4 West, Moran Township, Mackinac County, Michigan; thence South $00^{\circ} 37' 27''$ East 1526.71 feet along the North-South Section line to the South Right-of-Way of US-2; thence North $74^{\circ} 45' 54''$ West 772.90 feet along said South Right-of-Way; thence Northwesterly 1089.84 feet along the arc of a curve to the right, with a radius of 11,559.16 feet, with a chord which bears North $72^{\circ} 03' 50''$ West 1089.44 feet along said South Right-of-Way; thence South $08^{\circ} 31' 12''$ West 190.00 feet; thence North $86^{\circ} 50' 05''$ West 171.00 feet to the POINT OF BEGINNING; thence continuing North $86^{\circ} 50' 05''$ West 171.00 feet; thence South $35^{\circ} 41' 24''$ West 789.25 feet to the shore of Lake Michigan; thence South $73^{\circ} 31' 09''$ East 140 feet along the shore of Lake Michigan; thence South $82^{\circ} 36' 12''$ East 136.80 feet along the shore of Lake Michigan; thence North $73^{\circ} 52' 38''$ East 45 feet along the shore of Lake Michigan; thence North $25^{\circ} 10' 57''$ East 747.45 feet to the POINT OF BEGINNING, being a portion of the Fractional West Half of the Southeast Quarter of Section 31, Town 41 North, Range 4 West, Moran Township, Mackinac County, Michigan.

PARCEL "C": Commencing at a concrete monument at the East $\frac{1}{4}$ corner of Section 31, Town 41 North, Range 4 West, Moran Township, Mackinac County, Michigan; thence South $00^{\circ} 37' 27''$ East 1526.71 feet along the North-South Section line to the South Right-of-Way of US-2; thence North $74^{\circ} 45' 54''$ West 772.90 feet along said South Right-of-Way; thence Northwesterly 1089.84 feet along the arc of a curve to the right, with a radius of 11,559.16 feet, with a chord which bears North $72^{\circ} 03' 50''$ West 1089.44 feet along said South Right-of-Way; thence South $08^{\circ} 31' 12''$ West 190.00 feet; thence North $86^{\circ} 50' 05''$ West 342.00 feet to

the POINT OF BEGINNING; thence continuing North 86° 50' 05" West 171.00 feet; thence South 47° 38' 00" West 796.63 feet to the shore of Lake Michigan; thence South 61° 22' 54" East 115.03 feet along the shore of Lake Michigan; thence South 73° 31' 09" East 206.39 feet along the shore of Lake Michigan; thence North 35° 41' 24" East 789.25 feet to the POINT OF BEGINNING, being a portion of the Fractional West Half of the Southeast Quarter of Section 31, Town 41 North, Range 4 West, Moran Township, Mackinac County, Michigan.

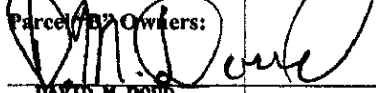
Parcel "A" Owners:

Dated: 1-31-05
1-31-05


JAMES WYSS

DIANE S WYSS

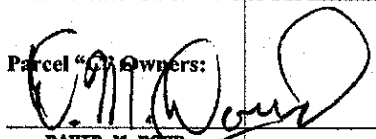
Parcel "B" Owners:

Dated: 1-31-05


DAVID H DOUD

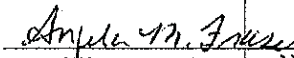
Parcel "C" Owners:

Dated: 1-31-05


DAVID H DOUD

STATE OF MICHIGAN)
County of Mackinac)

Subscribed and sworn to before me this 31ST day of JANUARY, 2005, by


ANGELA M FRASER Notary Public
Mackinac County, Michigan
My Comm. Expires: 9-26-07
Acting in Mackinac County, Michigan

DRAFTED BY:
Tom H. Evashevski
Attorney at Law
132 North State Street
St. Ignace, MI 49781