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STATE OF MICHIGAN COUNTY OF MASON

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DIANE L. ENGLEBRECHT

REGISTER OF DEEDS

PAGES: 12



PARTRIDGE POINTE NORTH SUBDIVISION
HAMLIN TOWNSHIP, MASON COUNTY, MICHIGAN

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AMENDED AND RESTATED RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS that Partridge Pointe, L.L.C. (the "Developer"), with offices at 7380 West M-116, Ludington, Michigan 49431, being the successor-in-interest to the developer of a plat known as PARTRIDGE POINTE NORTH SUBDIVISION, located on part of the South ½ of Section 10, Township 19 North, Range 18 West, Hamlin Township, Mason county, Michigan, which plat was recorded with the Register of Deeds for Mason County, Michigan, on the 24 day of May, 1984, in the Liber 5 of Plats at Pages 8 A, B & C, hereby enters into this Amended and Restated Restrictive Covenants (the "Restrictive Covenants") with reference to the following:

A. The original developer recorded certain Restrictive Covenants dated May 11, 1984 recorded in the office of the Register of Deeds of Mason County Michigan on 24, 1984 at Liber 314, Page 602 (the "Original Covenants"). The Original Covenants expire on December 31, 2013 unless extended as provided in Section 13 of the Original Covenants. Capitalized terms used in these Restrictive Covenants have the same meaning as in the Original Covenants, unless otherwise expressly provided.

B. Section 13 of the Original Covenants provides that the Original Covenants may be amended or extended by the affirmative written action of the Developer and fifty percent (50%) of the owners of all Lots not owned by the Developer.

C. The Developer and at least 50% of the Lot owners who are not the Developer now desire to amend and restate the Original Covenants as provided herein.

D. The Developer wishes to reaffirm its desire to maintain the Plat as a fine community of distinctive character suitable for family living. At the same time, it wishes to maintain, insofar as possible, the natural character of this beautiful property and to require all man-made structures to blend into the natural background rather than stand out against it.

E. The Developer is also the owner of contiguous or nearby properties which it may elect to develop. It is essential to the value of those properties that Partridge Pointe North Subdivision be perpetually maintained in a manner consistent with high environmental, aesthetic and residential standards. The undeveloped contiguous or nearby properties may be developed for a variety of uses consistent with Partridge Pointe North Subdivision, which may include condominiums, multiple family housing, vacation intervals, and time-share units.

F. The Developer is willing to sell home sites in the Plat provided that the buyers and all subsequent owners will agree to certain conditions and restrictions of the use of the property that are designed to protect the character of the Plat, to provide for its maintenance, and to protect other owners of adjoining and nearby properties of the Developer.

G. All purchasers in the Plat understand that their right to use their property will be subject to covenants, restrictions and conditions herein set forth.

Section 1. Definitions

As used herein, the terms set forth below shall have the following meanings:

1.1 "Architectural Control Committee" or "Committee" shall mean the committee appointed in accordance with the provisions of Section 3.

1.2 "Association" shall mean Partridge Pointe Association, created pursuant to Articles of Incorporation of Partridge Pointe Association on January 29, 1992.

1.3 "Common Areas" shall mean areas within Partridge Pointe North Subdivision not designated as a Lot on the Plat, but excluding the Private Ways. In addition, each Lot Owner is hereby granted the right to use Lot 14 of Partridge Pointe South for non-motorized access to the waters of Hamlin Lake. No permanent docking for motorized watercraft will be allowed on Lot 14 or in the waters adjacent to Lot 14.

1.4 "Development Area" shall mean those portions of Section 10 and the north one-half of Section 15 of Hamlin Township, Mason County, Michigan, currently owned by Developer.

1.5 "Developer" shall mean Partridge Pointe, L.L.C., a Michigan limited liability corporation, the successor-in-interest to the original proprietor of the land within the Plat, or its successors or any person or entity to whom or to which it may, in a document recorded with the Register of Deeds of Mason County, Michigan, expressly assign one or more of its rights hereunder or delegate its authority hereunder.

1.6 "Home Site" shall mean each Lot within Partridge Pointe North Subdivision.

1.7 "Improvement" shall mean every building of any kind, fence or wall, pool, tennis court, or other structure recreational facility which may be erected or placed on any Home Site, any drainage system that may be established thereon, any driveway or landscaping thereon, or the water or septic systems or any part thereof on any Home site.

1.8 "Lot" shall mean the numbered Lots shown on the Plat and more than one whole or partial Lots lying contiguous to each other under common ownership.

1.9 "Lot Owner" shall mean any person or other entity owning or purchasing a Home Site or a condominium unit located on a Home Site in Partridge Pointe North Subdivision and those having the right of occupancy of the dwelling constructed on such Home Sites.

1.10 "Maintenance Charge" shall mean the payment provided in Section 8.

1.11 "Partridge Pointe North Subdivision" shall mean the property described in the Plat of Partridge Pointe North Subdivision.

1.12 "Plat" shall mean the plat of Partridge Pointe North Subdivision located in Section 10, Township 19 North, Range 18 West, Hamlin Township, Mason County, Michigan, as recorded with the Register of Deeds of Mason County, Michigan.

1.13 "Private Ways" shall mean the roads shown on the Plat.

Section 2. Easements

2.1 The Developer hereby reserves an easement to enter upon any Home Site, if necessary, to maintain or repair any common improvement or facility, whether under or above ground.

2.2 The Developer hereby grants unto the Lot Owners for their benefit and the benefit of their guests and invitees a non-exclusive easement and right-of-way for pedestrian and vehicular travel on, over, and across all Private Ways.

2.3 The Developer has granted unto the Lot Owners for their benefit and the benefit of their guests and invitees, the nonexclusive right to use the Common Areas, as defined herein, for recreational purposes consistent with the state of development of the Common Areas from time to time and with the use in common with others to whom the Developer may grant similar rights.

2.4 Use of the Common Areas and Private Ways shall be subject to such rules and regulations as the Developer and, following the Transitional Control Date (as defined in Section 14 of this Agreement), the Association may establish from time to time for safety purposes and for the purpose of protecting the peace and quiet of Partridge Pointe North Subdivision or for such other purpose or purposes as may include, but are not limited to, the establishment of hours of use, the type and extent of use permitted, speed limits, the size of vehicles which may use the Private Ways, and the prohibition or limitation of parking. All rights hereunder granted by the Developer or the Association to Lot Owners and owners of property in the Development Area shall not be further assignable by such owners except in conjunction with a sale of their properties.

2.5 By granting the right to use such common areas and Private Ways, the Developer does not dedicate such Common Areas and Private Ways to the public, but intends to preserve the private character of such ways. Otter Ridge, Partridge Circle, Raccoon Trail, Whitetail Lane, the streets and Well Park, Beach Park and Wilderness Park are private for the use of lot owners of this Plat and all adjacent lands (including the Development Area) where title is traceable to the original proprietor. Developer has conveyed the Common Areas and Private Ways, subject to the rights of the Lot Owners, to the Association.

Section 3. Architectural Control Committee

3.1 An Architectural Control Committee has been established by the Developer and shall at all times consist of one or more persons appointed by the Developer (or, following the Transitional Control Date, by the Association). The Developer shall have the right to terminate the tenure of any member of the Committee at any time and for any reason and to appoint new or additional members to the Committee at any time. The Developer shall keep on file at its principal office a list of the names and addresses of the members of the Committee.

3.2 Except as otherwise provided herein, a majority of the members of the Committee shall have the power to act on the behalf of the Committee without the necessity of a meeting and without the necessity of consulting the remaining members of the Committee. The Committee may act only by written instrument setting forth the action taken and signed by the members of the Committee consenting to such actions.

3.3 If the Committee shall cease to exist or for any reason shall fail to function, the board of directors of the Association shall serve as the Committee, and in the absence of such a board, the Committee shall be selected by a majority of lot Owners.

Section 4. Approval of Construction By Committee

4.1 The Developer recognizes that there can be in infinite number of concepts and ideas for the development of Home Sites consistent with its plan for Partridge Pointe North Subdivision. The Developer wishes to encourage the formulation of new or innovative concepts and ideas. Nevertheless, for the protection of all Lot Owners and for the preservation of the Developer's concept for the development of the Development Area, the Developer wishes to make certain that any developments of a Home Site will be consistent with its plan for Partridge Pointe North Subdivision, including the following:

(a) No residence structure shall be erected, altered, placed, or permitted to remain on any Home Site unless such structure shall have one floor of living area at least 1200 square feet in size. The area may be computed by including exterior walls, partitions, and bay windows (if the same reach to the floor and are fully enclosed and heated). Basements and garages shall not be included. The Committee may deny construction in accordance with any plan submitted because of lack of harmony of external design with existing structures, or because of too great a similarity to other or nearby existing structures. No plan will be approved that will result in the same style and same material being repeatedly used so as to create sameness of design in Partridge Pointe North Subdivision. Residences constructed prior to the date of these

Amended and Restated Restrictive Covenants shall be "grandfathered" and shall be permitted to be reconstructed as they currently exist if damaged.

(b) Exterior walls of garages, breezeways or carports and porches shall be constructed only of material permitted for the construction of residences.

(c) All homes shall be located so as to comply with the zoning regulations of Hamlin Township and on that portion of a Home Site as permitted by the Committee, with an orientation approved by the Committee, it being the intent of these restrictions to keep homes as compatible as possible with the natural surroundings and with each other.

(d) The Committee shall have the right to waive or vary any of the restrictions contained in this section in such cases as it, in its sole judgment, shall deem to be in the best interests of those owning property in Partridge Pointe North Subdivision.

(e) No dwelling shall be erected or placed on a Lot with less than 15,000 square feet.

4.2. No Lot Owner shall construct, alter, or maintain any improvements on a Home Site until all of the following have been completed

(a) The Lot Owner has submitted to the Committee two complete sets of preliminary sketches showing floor plans, exterior elevations and an outline specification for materials and finishes.

(b) The Committee has approved the preliminary sketches.

(c) Upon approval of preliminary sketches, the Lot Owner has submitted to the Committee two complete sets of plans and specifications therefor, in form satisfactory to the Committee, showing insofar as appropriate:

(i) the size and dimensions of the improvements;

(ii) the exterior design;

(iii) the exterior color scheme;

(iv) the exact location of the improvement on the Home Site; and

(v) the location of the driveways, parking areas and landscaping.

(d) Such plans and specifications have been approved in writing by the Committee.

Approval of preliminary sketches and detailed plans and specifications may be withheld, not only because of their noncompliance with any of the restrictions and conditions contained herein, but also because of the reasonable dissatisfaction of the Committee as to the location of the structure on the Home Site, color scheme, finish, design, proportions, shape, height, type or appropriateness of the proposed improvement or alteration, the materials used therein, the kind, shape or type of roof proposed to be placed thereon, or because of its reasonable dissatisfaction with any matters or things which, in the reasonable judgment of the Committee, would render the proposed improvement inharmonious or out of keeping with the objective of the Developer or with the improvements erected in the immediate vicinity of the Lot.

4.3. In the event that a Lot Owner wishes to change the exterior color scheme of any improvement, the Lot Owner shall submit to the Committee such information with respect to this proposed change as the Committee shall require and to make this change only after receiving written approval from the Committee.

4.4. If at any time a Lot Owner shall have submitted to the Committee plans and specifications in accordance with this section for a structure or alteration, and the Committee has neither approved such plans and specifications within the 30 days from the date of submission nor notified the Lot Owner of its objection within such 30-day period, then such plans and specifications shall be deemed to have been approved by the Committee. In the event that a Lot Owner shall file revised plans and specifications for a structure or alteration with the Committee after receiving objections from the Committee with respect to original plans and specifications, and the Committee has neither approved them nor notified the Lot Owner of further objections within 30 days from the date of submission, then such revised plans and specifications shall be deemed to have been approved by the Committee.

Section 5. Rules and Regulations

The Committee may promulgate rules and regulations specifically authorized hereunder and such other rules and regulations as may be reasonably necessary or helpful to achieve the quality of living in the Development Area desired by the Developer. All Lot Owners and their guests and invitees shall abide by such rules and regulations.

Section 6. Care and Appearance of Premises

Lot Owners shall maintain the exterior of all improvements on any Lot in Partridge Pointe North Subdivision in a neat and attractive manner, and in good condition and repair.

Section 7. Uses Permitted and Prohibited

7.1 Lots shall be used solely for residential purposes. No building, other than a single-family dwelling, including a garage for private use, shall be constructed or maintained on any Home Site.

7.2 At no time shall there be permitted to be kept on Home Sites, Common Areas, or on the Private Ways any commercial vehicles, trailers, mobile homes, motor homes, boats, snowmobiles, racing automobiles, wrecked or disabled automobiles, motorcycles or similar objects unless housed in a suitable structure; provided, however, that recreational vehicles and trailers for the same may be parked within areas designated by the Committee during the seasons of their use.

7.3 No offensive activity or activity which is in violation of any law, ordinance, statute or governmental regulation shall be carried on any Lot or in the Common Areas, nor shall anything be done which may be or become an annoyance or nuisance to the other Lot Owners in Partridge Pointe North Subdivision.

7.4 No animals of any kind shall be raised, kept or permitted upon the property or any part thereof other than dogs, cats and birds. Such animals shall not be kept, bred or raised for commercial purposes or in unreasonable numbers, and shall be reasonably controlled to avoid their being a nuisance to other Lot Owner. Dogs shall be confined within enclosed fences, electronic fences or leashed at all times while out of doors and shall not be allowed to run free. All animals shall be subject to such rules and regulations as the Committee shall from time to time adopt.

7.5 No commercial activity of any kind shall be carried on in or from any Home Site or Common Area, provided, however, that a "home office" may be maintained within a dwelling. Any said home office shall not be used to receive customers or clients.

7.6 No garbage, refuse, or cuttings shall be deposited upon or left on a Home Site or Common Area unless placed in an attractive container approved by the Committee suitably located or screened from view. There shall be no incinerators.

7.7 No clotheslines shall be located on any Home Site so as to be visible from a Private Way, dwelling house, or another Home Site.

7.8 No Lot Owner may at any time maintain any sign or advertising device of any character on the Home Site or post "for sale" signs or similar devices.

7.9 Fuel tanks may be placed on the premises for household use. Any such fuel tank shall be placed in an enclosure approved by the Committee.

7.10 Except with the approval of the Committee or as may be necessary in connection with the construction of an approved improvement, no excavation shall be made on any Home Site nor shall any dirt be removed therefrom.

7.11 Except with the approval of the Committee, the natural drainage on any Home Site shall not be changed.

7.12. The exterior of any improvement shall not remain incomplete for a period of longer than six month from the date upon which construction of the improvement was commenced without prior approval of the Committee, and all construction shall be pursued diligently to completion.

7.13. Any and all landscaping must be completed within six months after the date of completion of construction of a residence.

7.14. No dwelling or building on any Home Site shall be rented or leased except in accordance with regulations that may be promulgated by the Committee.

7.15. No statue or similar structure shall be permitted on any Home Site without the approval of the Committee. All mailboxes shall be approved by the Committee.

7.16. No boathouses shall be permitted. Boat docks shall be permitted to be constructed adjoining any waterfront Home Site provided they are in compliance with all applicable laws and regulations and have received the approval of the Committee. All docks shall be stored for the winter in accordance with the rules and regulations of the Committee.

7.17. No Lot Owner shall remove any trees or other vegetation from a Common Area without the approval of the Committee. No Lot Owner shall remove a tree of more than five inches in diameter from his Home Site without the approval of the Committee. No owner of a lakefront Home Site shall remove any trees or stumps without the approval of the Committee. Any such removal shall comply with any township ordinances made and provided in that regard. In the event that any trees of more than five (5) inches in diameter shall be removed in violation of this restriction, such lot owner shall be liable for an assessment of \$250.00 per tree removed in violation of this paragraph. Such amount shall constitute a lien against the Lot and shall be binding upon the lot owner and all successors and assigns. Such lien may be enforced in accordance with Sections 10 and 11 of these Restrictive Covenants.

7.18. Outdoor wood-fired boilers, stoves, or furnaces are prohibited. "Outdoor wood-fired boiler, stove or furnace" means a structure that (1) is designed, intended, or used to provide heat and/or hot water to a residence or other structure; and (2) operates by the burning of wood or other solid fuel; and (3) is not located within a structure used for human habitation.

7.19. No satellite dishes shall be placed on the Private Ways or Common Areas without the approval of the Architectural Control Committee.

Section 8. Maintenance Charge

8.1 There shall be an annual maintenance fee of \$500.00 for each Lot. The owner or owners of each Lot shall be jointly and severally liable for payment of the maintenance charge. The maintenance charge is accrued on a calendar year basis, payable in advance, becoming due on the first day of each year and payable on or before March 1 of that year. Upon purchase and sale of any Lot, the annual maintenance charge shall be prorated between buyer and seller, in a manner similar to proration of property taxes.

8.2. Funds collected hereunder shall be used for the general maintenance, beautification and betterment of the Development Area; provided, however, that such funds shall be used only for insurance, routine maintenance and beautification such as mowing, snow plowing, landscaping, signage and other items reasonably necessary to keep the Private Ways and Common Areas in an attractive condition. Any capital expenditure in excess of Ten Thousand Dollars (\$10,000.00) for the purchase of a new improvement to any Common Area (but not for any repair or replacement in a Common Area, which does not require approval) shall require the affirmative written action of 51% of the Lot Owners who are not the Developer. The books and records relating to such maintenance charge shall be open for inspection by any Lot Owner who is current in its payment of the maintenance charge, upon reasonable notice to Developer or the Association, as the case may be. Financial statements consisting of an income and expense statement and a balance sheet shall be prepared and distributed to the Lot Owners annually. Funds not expended in any year shall be held in reserve.

8.3. Maintenance fees may be increased or decreased from time to time by the Developer (or, following the Transitional Control Date, by the Association) by recording notice with the Mason County Register of Deeds. All grantees or successors to title of lots after the recording of such notice agree to pay the annual assessment in effect at the time of transfer of title to them by deed, contract or otherwise.

8.4. Each Lot Owner agrees that the maintenance assessment shall be a lien against the Lot Owner's Home Site and subject to all the provisions of Section 11 and 12 hereof.

8.5. Each Lot Owner within Partridge Pointe North Subdivision may be liable for assessments used to perform maintenance on the drainage facilities and appurtenances. The Developer has established and funded a separate account which may or may not be sufficient to cover any costs incurred for such maintenance.

8.6. The dues and assessments described in Article III of the Partridge Pointe Association Bylaws are the same as the maintenance charges and fees described in this Section 8.

Section 9. Restrictions Regarding Septic Systems and Wells

9.1. All septic systems and wells shall be approved by the Committee and the governmental department having jurisdiction. When and if a sewage treatment plant and collection system for the service of Partridge Pointe North Subdivision is provided, all Lot Owner shall connect to such system within one year of its availability to their Home Site and thereafter such system shall be used as the sole means of sewage disposal.

9.2. Septic systems for the property and sanitary disposal of sewage and wells shall be installed prior to occupancy of any Home Site. No septic system shall be installed nearer than ten feet to any boundary line of any Home Site. The Developer may from time to time provide water and/or sewage service by a common system to one or more Home Sites to be designated by the Developer. In the event that a Home Site is served by such a common system, the Lot Owner shall pay to the Developer a reasonable charge for hookup to the system and his proportionate share of the cost of maintenance, repair and replacement of such system, in addition to the Maintenance Charge provided for in Section 8 above.

9.3. All individual septic systems must be installed under permit from Manistee-Mason District Health Department. The permit is to be issued prior to the start of any construction on a lot.

9.4. No septic system may be installed within one hundred feet of surface water or less than four feet above groundwater.

9.5. All individual wells shall be installed by a licensed well driller and finished in accordance with the current or amended regulations for domestic drinking water wells.

Section 10. Violation of Provisions

In the event that any Lot Owner shall construct or permit to be constructed an improvement on any Home Site contrary to the provisions of Section 4 or in the event that any Home Site Owner shall maintain any improvement or thing on any Home Site contrary to the provisions of Section 7 or the rules and regulations promulgated by the Committee, the Developer, not earlier than 60 days after it has delivered written notice to a Lot Owner of a violation of one or more of the provisions thereof, may enter upon and alter, repair or change any improvement or thing which may be upon the Home Site in violation thereof so as to make such improvements or thing conform to such provisions. The Developer may charge Lot Owner for the entire cost of the work done by the Developer pursuant to the provisions of this section which shall become payable to Developer upon demand or be a lien against the Lot Owner's Home Site.

Section 11. Enforcement

For a violation or a breach of any of these restrictive covenants, including the failure to pay Maintenance Charges as herein provided, the Developer (and, following the Transitional Control Date, the Association) shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach of any of them and to foreclose any lien for assessments. In the event that the Developer shall fail or refuse to enforce any violation after request has been made by one or more Lot Owner, such owners shall have the joint and several right to proceed in law or equity seeking a money judgment or to compel such compliance or foreclose such lien. Each Lot Owner and every other person who from time to time has any interest in the land shall be deemed to have granted to the Developer the unqualified right to foreclose such lien by judicial action, the lien to be superior to all other liens other than purchase money mortgages. Upon foreclosure, the Developer shall have the right to sell the property subject to only two such purchase money mortgages, and to deliver a good and sufficient warranty deed to the purchaser at the foreclosure sale.

In addition to the forgoing right, the Developer (and, following the Transitional Control Date, the Association) shall have the right whenever there shall have been built on any Lot any structure which is in violation of these restrictions exists and summarily abate or remove the same at the expense of the owner thereof, and any such entry and abatement or removal shall not be deemed a trespass. The failure promptly to enforce any of the reservations and restrictions shall not bar their enforcement. The invalidation of any one or more of the

reservations and restrictions by any court of competent jurisdiction in no wise shall affect any of the other reservations and restrictions, but they shall remain in full force and effect.

Section 12. Amendment

The covenants and restrictions of this instrument shall run with the land and be binding in perpetuity except these restrictions may be amended (i) prior to the Transitional Control Date, by the affirmative written action of the Developer and 50% of the owners of all Lots not owned by the Developer, and (ii) after the Transitional Control Date, by the affirmative written action of fifty percent (50%) of the owners of all Lots, including any Lots owned by the Developer. Any amendments shall become effective ten days after notice of adoption of the amendment, together with a copy of the recorded amendment, are mailed to all Lot Owner. Notwithstanding the foregoing provisions of this Section 12, the easements reserved and granted in this instrument shall be binding perpetually, and no amendment shall modify or terminate such easements. These Restrictive Covenants amend, supersede, and replace the Original Covenants.

Section 13. Owners Association

Each Lot Owner of a Lot in Partridge Pointe North Subdivision shall be a member of the Partridge Pointe Owners Association and subject to the reasonable rules, regulations, and Bylaws thereof, and shall be liable for assessment of membership dues. In the event of a conflict between these covenants and restrictions and the articles of incorporation and bylaws of Partridge Pointe Owners' Association, these covenants and restrictions shall control.

Section 14. Transitional Control Date

As of the Transitional Control Date, Developer shall amend Article VII(d) of the Articles of Incorporation of Partridge Pointe Association to read as follows:

Each member shall have one (1) vote for each Parcel owned in Partridge Pointe.

A "Parcel" is defined as follows:

- (a) A platted lot in the Partridge Pointe North Subdivision;
- (b) A condominium unit in the Partridge Pointe Condominium Project;
- (c) An unplatted lot in Partridge Pointe South;
- (d) A lot or unit in any future plat or site condominium which may hereafter be established on any portion of the Development Area; and
- (e) Up to three (3) unplatted tracts of real property within the Development Area (other than the real property described in subsections (a), (b), (c) and (d) above), currently owned by Developer.

The date Developer transfers control of the Association to non-developer owners (the "Transitional Control Date") shall occur on the last to occur of:

(i) The date Developer sells or otherwise transfers title from Developer to a third party for the tenth parcel in Partridge Pointe South, or

(ii) The date that is five (5) years after the date of this Declaration;

However, notwithstanding anything in this section to the contrary, if Developer sells or transfers all or substantially all of the Development Area to a third party unrelated to Developer or to David Maclean and Scott Maclean (an "Unrelated Third Party"), or sells or transfers more than fifty percent (50%) of the membership interest in Partridge Pointe, L.L.C. to an Unrelated Third Party (each of the foregoing, a "Transfer"), then the Transitional Control Date shall occur as of the effective date of the Transfer. Prior to the Transitional Control Date, if Developer sells a portion of the Development Area that is less than substantially all of the Development Area, each such resulting portion shall constitute one Parcel and shall have one vote, for purposes of voting in the Partridge Pointe Association.

IN WITNESS WHEREOF, Developer has signed these Restrictive Covenants as of the 30TH day of DECEMBER, 2013.

PARTRIDGE POINTE, L.L.C.,
a Michigan limited liability company

By: David Maclean
DAVID MACLEAN
Title: MEMBER

STATE OF MICHIGAN)
)
COUNTY OF MASON)

The foregoing instrument was acknowledged before me this 30th day of December, 2013, the David Maclean Member of Partridge Pointe, L.L.C., a Michigan limited liability company, on behalf of the Company.

Polly K Myer
Notary Public, Mason County, Michigan
My commission expires: 1/24/2015

Drafted by:
Jonathan W. Anderson, Esq.
VarnumLLP
PO Box 352
Grand Rapids, MI 49501-0352
Telephone: 616-336-6000
6570719.6

POLLY K MYER
NOTARY PUBLIC
Mason County, Michigan
My Commission Expires: 1/24/2015
Acting in the County of Mason