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DECLARATION OF RESTRICTIONS

This Declaration is made on March 31, 1998, by Paragon Developments, Incorporated, a Michigan corporation ("the Declarant"), whose address is 5540 Woodfield Court, Grand Blanc, Michigan 48439.

RECITALS

- A. The Declarant is the owner of fee simple title to that Lot of real property described in the attached Exhibit A, which is made a part of this Declaration ("the Property").
- B. The Declarant intends to subdivide the Property and establish the plat known as Woodfield Farms on the Property. In connection with the division and development of the Property, the Declarant desires to place building and use restrictions and other limitations on the "Property" in order to control the development of the Property and preserve the character and value of the Property.

Now, therefore, it is hereby declared that the following restrictions on the Property are covenants running with and appurtenant to the Property, and binding on the Declarant and its successors-in-title to all or any portion of the Property:

A. Definitions. As used in this document, the following capitalized terms have the following respective meanings:

"Association" means the Woodfield Farms Association, which is the non-profit corporation organized or to be organized under Michigan law of which the owners of all or any part of each Lot shall be members solely by virtue of ownership of title to a Lot.

"Declarant" means the Declarant, named above, and any person or entity to whom the Declarant assigns its rights under this document.

"Property" means the real property described in the attached Exhibit A, which is made a part of this document.

"Lot" means each of the lots in the plat of Woodfield Farms, which is a plat to be established on all or a portion of the Property.

"Single family" means one person or a group of two or more persons interrelated by bonds of consanguinity, marriage or adoption.

"Township" means the Charter Township of Grand Blanc, which is located in Genesee County, Michigan.

B. Residential Use. No part of the Property shall be used for other than single-family residential purposes. No building or other structure of any kind shall be erected or placed upon the Property other than private single-family dwelling houses. A maximum of one dwelling house may be placed on each Lot.

C. Architectural Control. An architectural control process has been established to assure that the Property is developed in the highest quality manner. No building, structure, landscaping or other improvement (including but not limited to swimming pools, fences, tennis courts, and basketball goals) shall be erected, constructed, installed or permitted to remain on any Lot unless it has been approved by the Declarant in accordance with these restrictions. No alteration, modification, substitution or other variance

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from the designs, plans, specifications and other materials that have been approved by the Declarant shall be permitted without the Declarant's written approval of that variance, regardless of the reason for the variance. Without written approval by the Declarant, no person shall change in any way the exterior appearance of the residence and other improvements and appurtenances located on his Lot. In connection with any maintenance, repair, replacement, decoration or redecoration of such residence, improvements or appurtenances, no person shall modify the design, material or color of any item including, without limitation, windows, doors, screens, roofs, siding or any other component which is visible from the outside of the residence.

D. Architectural Design Guidelines. The residential community of Woodfield Farms will contain homes of traditional architecture in a small town setting with sidewalks, lampposts and vertical curbs at the street. The intent is to incorporate the timeless elegance of older homes and their classic architectural detailing with today's modern open and spacious interiors. The goal for the community is to capture the aesthetic charm of the small New England and Midwest village environment while providing for the needs of the modern family. The Office of the Declarant of Woodfield Farms is available to assist the future homeowners in achieving the "Village" goal with the architectural and landscape design of their individual residences. Homeowners are strongly encouraged to involve the Declarant in the design process from the earliest stages to take advantage of its expertise and ensure a smooth approval process. The following guidelines have been established to assist the homeowners and their architects and builders in the design of homes in Woodfield Farms:

1. **Exterior Architecture.** The exterior of all homes shall be traditional in design to be harmonious with the "Village" concept for the community. The full range of traditional styles is permitted, including Georgian, English, French and American Country, English and French Tudor, the various Cottage styles, the various Southern styles, American Colonial (but not "modern" Colonial), Federal or other traditional style acceptable to the Declarant and compatible with the design goals for the community.
2. **Rear Facade.** The rear exteriors of the residences in Woodfield Farms are to be architecturally consistent in style and quality with the other facades of the residence.
3. **Exterior Building Materials.** The exterior walls of all residences shall be of brick, stone or individual board natural wood siding, texture 1-11 and vinyl siding. No less than 50% of the front (street side) wall shall be covered in brick or stone. All windows must be of high quality wood frame, wood clad, vinyl clad or solid vinyl construction; metal windows are prohibited. Natural cement stucco or similar materials such as "Dryvit" may be approved, but must be used in a traditional manner architecturally. Exterior colors are to be compatible with traditional village architecture and must be approved by the Declarant. Trim having a minimum width of six inches is required on the front (street-side) elevation for all frieze and rake areas below the soffit. Trim having a minimum width of four inches is required around all windows on the front (street-side) elevation. All corners on all elevations must contain trim having a minimum width of six inches.
4. **Roofing Materials and Pitch.** Roofs shall be constructed of cedar shakes, cedar shingles, cementitious tile, slate or good quality asphalt shingle with design, color and material approved by the Declarant and compatible with the village architecture design concept for the community. White or light colored roofs are not permitted. No single-level flat roofs shall be permitted on the entire main body of any dwelling, building or other structure, including outbuildings. Flat roofs may be installed over Florida rooms, porches or patios if they are architecturally compatible with the residence, but only if they are approved by the Declarant. The pitch of any proposed roof shall be depicted on plans submitted to the Declarant and the degree of pitch acceptable shall be at the Declarant's discretion, but shall not be less than 7/12 in any event. No white or light colored roofs shall be permitted.
5. **Minimum Size.** The minimum size of dwellings shall be as required in the R-1 zoning district of Grand Blanc Township. Each dwelling must include a garage that is attached to the residence and that shall accommodate at least two cars, but no more than three cars.
6. **Setbacks.** All residences shall be located within the setback and side lot requirements of the local zoning ordinance. The foregoing notwithstanding, the front wall of each dwelling must be positioned at the front yard setback line.
7. **Garage location.** Garages' side entries shall be located on the side designated by the Declarant in accordance with the curb cut provided at the street for the driveway. Front entry garages are not permitted.
8. **Roof Vents.** Plumbing vents, metal vents, caps, stacks and flashings shall be painted to match the roof color or painted black. No white vents or stacks are allowed.

9. **Exterior Doors.** Uniqueness in the design of front entry doors is strongly encouraged due to the architectural importance of this component in the overall appearance of a residence. Attractive and architecturally compatible screen/storm doors may be installed and are encouraged to allow front doors to remain open during pleasant weather. Natural aluminum colored storm doors are not allowed due to their unattractive appearance. The color and style of the exterior doors, including screen/storm doors, is to be approved by the Declarant.

10. **Foundations.** Exterior brick, stone or treated wood siding must extend to within eight inches of ground level to cover all block or concrete foundation walls. Foundation vents, if used, shall be unobtrusive and painted or stained to blend into the exterior building materials.

11. **Air Conditioning Units.** No window or wall mounted air conditioners are permitted. All exterior air conditioning equipment shall be located as to minimize noise to adjacent homes and shall be screened by landscaping so as to not be visible from the road or adjacent residences.

12. **Driveways.** Driveways shall be constructed of concrete paving, asphalt paving, brick pavers or other approved paving materials. Driveways shall generally be located at least eight (8) feet from the side lot line from the road to a point fifteen (15) feet into the site so as to permit landscaping along both sides of the base of the driveway. Asphalt driveways are to be sealcoated at least once every three years, unless waived by the Declarant.

13. **Basketball Hoops.** The type, style and location of basketball hoops shall be approved by the Declarant. Hoops shall be located as to be as unobtrusive as possible. Hoops and poles shall not be located forward of the front of a residence.

14. **Mailboxes.** A single mailbox design will be specified by the Declarant to maintain a consistent, aesthetically pleasing appearance throughout the community.

15. **Lighting.** Lighting fixtures attached to residences or courtyard walls are to be complementary to the architecture of the residence. Homeowners may install a lamppost of traditional design, with the lamp controlled by an automatic photocell switch, in the front yard area of their lot. Lighting fixtures and lamppost designs are to be submitted to and approved by the Declarant prior to installation.

16. **Address Blocks.** Each home shall incorporate either an address block constructed of granite, limestone or similar material, and containing the carved numerals of the address of the residence or individual heavy brass numerals appropriately placed in the front exterior area of the residence. Plastic or thin metal numerals are not permitted.

17. **Fences and Walls.** Fences, walls and hedges appropriate to a "Village" setting are strongly encouraged. Fences and walls must be designed in a manner compatible with the architecture of the residence and shall be submitted for approval to the Declarant. The typical height of a fence, wall or hedge shall not exceed 4 feet. The foregoing notwithstanding fences enclosing in-ground swimming pools shall comply with the height requirements of all applicable laws, but shall be constructed of materials and in a style appropriate to the character of the residence. Chain link fences are not permitted. All retaining walls shall be of stone or approved masonry materials.

18. **Swimming Pools.** Only in-ground, aesthetically pleasing pools are permitted subject to the Declarant's written approval. All pool areas shall be visually screened with landscaping and all mechanical equipment shall be concealed from view. Fencing around pools may consist of wrought iron/aluminum type or wood fencing architecturally compatible with the village design concept and is to be approved by the Declarant.

19. **Spas.** Free standing, above ground spas not integrated into in-ground swimming pools shall be unobtrusively located close to the rear of the residence within a deck or patio area. Spas shall be visually screened from adjacent lots by landscaping or other manner approved by the Declarant, and all mechanical equipment shall be fully concealed.

20. **Dog Kennels and Runs.** Generally, dog kennels or runs are not permitted due to their unattractive appearance, unless approved by the Declarant in writing in exceptional circumstances and where they can be completely screened from view.

21. **Lawn Sculptures.** No lawn ornaments, fountains, sculptures or statues shall be placed on any lot without the prior written approval of the Declarant.

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22. **Outdoor Playsets.** Outdoor playground equipment shall be located in the rear yards of residences so as not to be visible from the road, and shall not be obtrusive to adjacent Lots. Equipment may be either of wood or metal construction. Location and size of playsets are to be approved by the Declarant.

23. **Utility Meters.** All Gas and Electric meters shall be hidden from view so as not to be visible from the road or adjacent sites.

24. **Windows and Draperies.** All windows shall be manufactured of at least double-glazed glass with mullions between the panes of glass or removable mullions on front and side elevation windows. Care shall be taken with the use of window draperies to ensure that the lining visible from the exterior of the residence is either white, off-white or blends with the exterior of the home as to be unobtrusive.

26. **Computerized Home Management Systems.** Homeowners are encouraged to explore the new computerized central home management system for lighting, security, communications, entertainment, energy management and regulation of home products, also known as "smart house" technology. This innovative system, which requires that unique electrical wiring be installed in place of conventional wiring at the time of home construction, is likely to become standard in upscale homes in the near future and may add substantial value and marketability to the home. Since it is difficult or impossible to retrofit the necessary wiring within the interior walls of a residence after construction is completed, homeowners should give careful consideration to installation of the interior wiring to preserve the option of installing system components.

E. LANDSCAPING GUIDELINES. The inclusion of the landscape architect or designer in the earliest stages of the residential design process as part of the design team is strongly encouraged. Proper landscape design, installation and maintenance is very important in creating an enjoyable, beautiful environment. Good landscape design incorporates the natural attributes of the Lot in terms of topography and existing plantings, and then enhances those features to create an environment most appropriate for the architecture and setting of a particular residence. Successful landscaping greatly increases the beauty and marketability of a residence and improves the quality of life for the homeowner as well as the entire community. Landscaping for residences in Woodfield Farms should be designed with the intent of meeting the goals of creating a village environment. Front entry walks should extend to the sidewalk near the street. Front yard landscaping should extend to the roadway, and courtyards, hedges, low stone or masonry walls, rich paving materials and other features promoting the classical village setting should be incorporated into the landscape design. Landscape plans will be reviewed on the basis of meeting the village architectural design concept and must be approved by the Declarant prior to commencement of home construction.

1. **Preservation of Trees.** Every effort must be made to preserve existing trees on a residential Lot, and to design the location of walks, drives, residences and other improvements in a manner which limits the number of trees to be removed. No trees measuring three (3) inches or more in diameter at eye level may be removed without the Declarant's written approval. Remaining trees shall be carefully protected during the construction process by erection of protective barriers to avoid physical damage and, in particular, compaction of the soil over the root systems. Excavation and fill near existing trees shall only be done after appropriate measures are undertaken to ensure that the trees are preserved.

2. **Planting Material Sizes.** Planting materials are to be of high quality and substantial size to provide a degree of maturity to the appearance of the landscaping immediately upon installation. Evergreen trees should be a minimum of eight (8) feet in height, and canopy trees should have a minimum caliper of three (3) inches.

3. **Lawn Areas.** All areas of a residential Lot not landscaped with plant materials or hard surfaces shall be established as lawn areas by sodding or hydroseeding.

4. **Flower Beds.** All landscape plans shall include areas in the front yard for planting of annual and perennial flowers to provide for pleasing seasonal color.

5. **Edging and Mulching Materials.** The use of natural cut sod edging to define planting beds is strongly encouraged. Edging material made of steel, aluminum or plastic may be used if desired. Mulching material should consist of premium dark shredded bark, bark chips or sphagnum peat moss.

6. **Berms and Boulders.** The creation of landscaped berms, boulder outcroppings, raised beds and other creative landscape design is strongly encouraged.

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7. **Hedges, Courtyard Walls and Fences.** The creative use of these materials can be very effective in achieving a "Village" setting for residences in Woodfield Farms, and their use is encouraged.

8. **Irrigation.** An underground sprinkler system is strongly encouraged to service, at a minimum, all lawn areas and flower beds on each Lot. Separate irrigation zones for shrub beds, flower beds, and lawn areas are recommended due to differing irrigation requirements for good plant health.

9. **Landscape Screening.** All exterior air conditioning equipment, utility meters and utility boxes must be screened from view from the road and adjacent residences. The garage doors of a residence must be visually screened from view from the road to the greatest extent possible by placing evergreen landscape materials in strategic positions.

10. **Retaining Walls.** All retaining walls shall be of stone, other approved masonry materials or wooden ties.

11. **Landscape Lighting.** Subdued lighting which highlights landscape features and architectural elements is strongly encouraged. Lighting shall be artful, aesthetically pleasing and unobtrusive, with careful attention given to both high quality lighting fixtures and the effects of the lighting itself. Landscape lighting design shall be submitted to the Declarant for review and approval prior to installation.

12. **Pavement Materials.** Driveways are to be constructed of asphalt paving, concrete, brick pavers or other approved paving materials. Sidewalks and patios may be constructed of normal concrete; however, brick pavers, dark tinted exposed aggregate concrete, flagstone slate, or other approved richly textured material is encouraged as an alternative, subject to approval by the Declarant.

13. **Completion of Landscaping.** Landscape installation must be completed within ninety (90) days after initial occupancy of a residence or, in the case of model homes, within ninety (90) days after the exterior of the residence has been substantially completed, weather permitting.

14. **Landscaping Revisions.** Any significant additions, deletions or revisions to landscaping after the initial installation shall be submitted to the Declarant for review and approval.

15. **Vegetable Gardens.** Vegetable gardens may be installed and maintained but shall not exceed 100 square feet in area. No vegetable plant shall exceed two feet in height.

F. ARCHITECTURAL APPROVAL PROCESS. The design and construction of all residences and associated improvements, including decks, pools, walks, patios, gazebos, etc., and also including the design and installation of landscaping and driveways, is subject to the Architectural Control Approval process as described below. It is the goal of the Declarant to promote traditional residential architecture of the highest caliber in a "Village" setting while preserving and enhancing the natural attributes of the Lots to the greatest extent possible. The very best and most cost-effective residences are the result of the architect, landscape designer, engineer, builder and homeowner working together as a team; this approach is strongly encouraged in Woodfield Farms. A three-step submittal process is required to obtain approval for the construction of a residence in Woodfield Farms. Written approval from the Declarant is required for each of the three steps as follows:

1. **Conceptual Approval.** The future homeowner is encouraged to involve the Declarant in the design of the residence at the earliest possible stages. Submittal of sketches, photographs or renderings are normally sufficient to determine if the proposed residence will be within the design goals of the traditional "Village" architectural concept for the community.

2. **Preliminary Approval.** Two copies of the following materials shall be submitted to obtain Preliminary Approval for a residence in Woodfield Farms

- a. Exterior elevation drawings for all sides of the proposed residence.
- b. A preliminary floor plan.
- c. A preliminary site plan locating the proposed residence on the site survey.
- d. An indication of the exterior materials to be used to construct the proposed residence. A materials/color board is helpful in visualizing the interplay of materials and colors.

3. **Final Approval.** Three copies of the following materials shall be submitted to obtain Final Approval for a residence in Woodfield Farms:

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- a. A Site Plan showing existing and proposed grades, the location of the proposed residence, drives and other improvements on the Lot, and the location of all trees exceeding three (3) inches in diameter at eye level.
- b. A complete set of construction plans for the proposed residence.
- c. A complete description of exterior building materials and colors including actual samples of brick and roofing.
- d. A construction schedule.

Upon approval, two signed copies of the plans and documents will be returned to the owner who may then apply to the Township for a building permit.

G. CONSTRUCTION REGULATIONS. The construction process in Woodfield Farms is carefully controlled to minimize inconvenience and disruption to existing residents and to maintain the excellent image and reputation of all who are associated with this development.

- 1. **Accountability.** The builder and landscaper shall designate a construction superintendent at the start of construction who will be responsible for supervising adherence to the Construction Regulations and all other applicable condominium documents.
- 2. **Cleanliness.** Throughout the course of construction, the job site shall be maintained in a clean and orderly manner. All trash and debris shall be promptly deposited in a dumpster located as unobtrusively on the site as possible. The road surface in the vicinity of the job site shall be kept clean of mud, trash and debris at all times.
- 3. **Construction Hours.** Construction hours are from 8:00 A.M. to 6:00 P.M. Monday through Saturday except holidays. No construction activities are permitted during the evening or on Sundays.
- 4. **Lot Clearing.** Absolutely no clearing of trees or brush shall be done until construction and landscaping plans have been formally approved in writing by the Declarant, the builder's deposits have been posted and a building permit has been issued by the Township. All trees marked for preservation on the site plan and landscaping plan must be protected with barriers to avoid compaction over the roots and physical damage. Trees to be removed shall be marked for field inspection and approval obtained from the Declarant prior to removal. Logs, stumps and brush shall be immediately removed from the job site.
- 5. **Construction Area.** All construction, including access by construction vehicles and equipment, shall be confined to the boundaries of the Lot under construction. Adjacent Lots may not be used for parking, storage or access.
- 6. **Construction Parking.** All construction personnel shall park their vehicles either on the residential site under construction or on the roadway along the curb in the immediate vicinity. Vehicles may not be parked on the grass behind the curb or on adjacent lots to prevent damage to the grassed areas along the road.
- 7. **Excavation.** Dirt excavated for basements that is temporarily stored on the Lot during foundation construction shall not be placed over the roots of trees intended to be preserved in order to avoid soil compaction and root damage.
- 8. **Construction Materials.** Storage of construction materials on the building site shall be done in a neat and orderly manner. Materials shall not be stored on the road, near the curb, or on adjacent sites (even if vacant).
- 9. **Portable Toilet.** The builder shall provide a portable toilet at the job site located so as not to be visible from the road until such time as the plumbing of the residence is in working order. Construction personnel shall use this portable toilet exclusively at the job site.
- 10. **Signs.** The builder may erect one (1) sign identifying the unit number and builder's name during the construction of a residence as specified by the Declarant in terms of size, location, color and content.
- 11. **Schedule.** Once started, construction shall be prosecuted on a continual basis with completion as soon as practical but, in any event, within twelve (12) months of the time it is commenced. Completion consists of the issuance of a certificate of occupancy from the township.

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12. Soil Erosion Prevention. Prior to the start of construction, a construction drive shall be installed at the driveway curb cut for the Unit consisting of a 6-inch deep stone layer at least 12 feet wide and 20 feet long, in order to reduce the amount of dirt carried onto the roads by construction vehicles. The builder shall also be responsible for taking all necessary measures to ensure that soil erosion does not occur during construction.

H. MAINTENANCE AND ACTIVITIES PROVISIONS. In order to safeguard the investment of the residents in Woodfield Farms and preserve the value and marketability of the residences, it is necessary to maintain all elements of the community in excellent physical condition, including roads, yards, buildings, landscaping and all other improvements. Provisions for maintenance have been established in order to accomplish this goal. Additionally, activities which interfere with the enjoyment and rights of others are restricted so as to create a neighborly, pleasant environment for all residents and guests.

1. Pre-Construction Maintenance. Prior to residential construction, all future Lots throughout Woodfield Farms shall be maintained in an aesthetically pleasing condition consistent with the character of the site. The Lot owner shall be responsible for maintaining wooded or grassed areas in a clean, attractive state. Dead or diseased trees or limbs shall be promptly removed.
2. Lot Maintenance. Each homeowner shall maintain his or her Lot and all improvements that it contains, including the residence, landscaping, lawns, walks, drives, patios, decks, swimming pools, fences and the like in a first class and attractive condition so that an aesthetically pleasing appearance is presented to the community.
3. Lawn Maintenance. Lawns shall be fertilized on a regular basis, kept neatly trimmed and free of weeds, and irrigated during dry periods. Lawn Maintenance Services by outside contractors shall be performed only between the hours of 8:00 A.M. to 6:00 P.M. Monday through Saturday.
4. Landscaping. All shrubs, trees and other landscape materials shall be maintained in an orderly and healthy condition. Unhealthy or dead plantings shall be promptly replaced. Landscaped beds shall be maintained in an attractive condition with regular restoration of shredded bark or peat mulch to prevent weed growth, and beds shall be kept weed-free.
5. Flowers. Flower beds for perennial or annual flowers shall be maintained within the front yard areas of each residence integrated into the landscape design in an attractive and pleasing manner. Flower beds are to be kept weed-free and in excellent condition.
6. Seasonal Protection. Landscape materials are to be maintained in an attractive state throughout the year.
7. Restricted Activities. No noxious or offensive activity shall be conducted on any Lot that will cause discomfort, annoyance or nuisance to the community or diminish the enjoyment of the residents in any manner whatsoever. Restricted activities include burning of trash or leaves, maintaining noisy or dangerous pets, maintaining skateboard ramps, installation or operation of electronic insect killers, operation of floodlights or other bright lights which are an annoyance to adjacent residents, or any other device or activity which is noisy, unsightly or unpleasant in nature.
8. Vehicles. No vehicles other than personal transportation automobiles, vans and sport/utility vehicles may be parked within the community unless located in garages, including pickup trucks, boats and campers. No vehicles may be parked outdoors if not used on a regular basis.
9. Trash. Trash shall be stored out of sight and placed at the curb for trash pickup no sooner than the evening before the collection day. Trash pickup will be provided by the Township. Trash receptacles shall be removed as soon as possible after trash collection. If trash containers are stored outside, the storage location must be visually screened.
10. Snow Clearing. Snow shall be removed from drives and walks as soon as possible after snowfall.
11. Antennae. Exterior radio antennae, television aeriels, satellite dishes or similar reception or transmission devices shall generally be prohibited due to their unattractive appearance. Small satellite dishes may be approved by the Declarant.

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12. **Street Trees.** Each Lot owner shall be responsible for the treatment and replacement of any diseased, dying or dead Street Trees located within the side lot lines of his or her Lot. "Street Trees" are those trees located between the sidewalk and the paved portion of the public roadway.

13. **Sidewalks.** Each Lot owner shall be responsible for the routine cleaning, snow removal and maintenance of sidewalks located within the side lot lines of his or her Lot, and for the repair and replacement of cracked, broken, flaking, sunken and crooked sidewalks located within the side lot lines of his or her Lot.

I. **TRANSFER OF RIGHTS.** The Declarant reserves the right to assign, delegate or otherwise transfer its rights and powers of approval to any other person or the Association. When the Declarant no longer owns any interest in any part of the Property, the rights of the Declarant under this agreement shall automatically devolve to the Association. After that time, the Board of Directors of the Association shall have the responsibility for enforcement and administration of all of the provisions in this document.

J. **STANDARDS FOR APPROVAL**

1. **Standard for Declarant's Approvals; Exculpation from Liability.** In reviewing and passing upon the plans, drawings, specifications, submissions and other matters to be approved or waived by the Declarant, the Declarant intends to ensure that the dwellings and other features embodied or reflected therein meet the requirements set forth in the Condominium Documents; however, the Declarant reserves the right to waive or modify those restrictions or requirements. In addition to ensuring that all dwellings comply with the requirements and restrictions of the Condominium Documents, the Declarant (or the Association, to the extent approval powers are assigned to it by the Declarant) shall have the right to base its approval or disapproval of any plans, designs, specifications, submissions or other matters on such other factors, including completely aesthetic considerations, as the Declarant (or the Association) in its sole discretion may determine appropriate or pertinent. The Declarant currently intends to take into account the design goals for the Condominium in passing upon plans, designs, drawings, specifications and other submissions. In no event shall either the Declarant (or the agents, officers, employees or consultants thereof), or the Association have any liability whatsoever to anyone for any act or omission contemplated by these Rules and Regulations, including without limitation the approval or disapproval of plans, drawings, specifications, elevations of the dwellings, fences, walls, hedges or other structures, whether the alleged liability is based on negligence, tort, express or implied contract, fiduciary duty or otherwise. In no event shall any party have the right to impose liability on, or otherwise contest judicially, the Declarant or any other person for any decision of the Declarant (or alleged failure of the Declarant to make a decision) relative to the approval or disapproval of a structure or any aspect or other matter as to which the Declarant reserves the right to approve or waive. The approval of the Declarant (or the Association, as the case may be) of a building, structure, improvement or other matter shall not be construed as a representation or warranty that the structure or matter is properly designed or that it is in conformity with the ordinances or other requirements of Grand Blanc Township or any other governmental authority. Any obligation or duty to ascertain any such non-conformities, or to advise the Owner or any other person of the same (even if known), is hereby disclaimed.

2. **Declarant's Right to Waive or Amend Restrictions.** Notwithstanding anything in these Rules and Regulations to the contrary, the Declarant reserves the right to waive any restriction or requirement, if in the Declarant's sole discretion it is appropriate in order to maintain the atmosphere, architectural harmony, appearance and value of the Property, the Lots and the dwellings located in Woodfield Farms, or to relieve a Lot owner or a contractor from an undue hardship or expense.

K. **MISCELLANEOUS.**

1. **Enforcement.** The Declarant and their assignees and successors-in-title, the Association, and any owner of a Lot may enforce these Restrictions by legal and/or equitable action, including, without limitation, an action for damages, injunction, recovery of costs, and removal and abatement of a violating structure or condition. In any action by the Declarant or the Association to enforce these restrictions, the Declarant or the Association, if successful, shall be entitled to recover its reasonable attorney fees and costs incurred in enforcing these restrictions.

2. **Severability.** If any of the terms, provisions or covenants of these Restrictions are held to be partially or wholly invalid or unenforceable for any reason, then that holding shall not affect, alter, modify or impair in any manner any of the other

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terms, provisions or covenants of these Restrictions or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.

3. Amendment. Until the time arrives when the Declarant no longer own any legal or equitable interest of any kind in all or any portion of the Property and/or the Property, these restrictions may be amended in whole or in part at any time by a writing signed only by the Declarant. All amendments under the previous sentence shall have prospective application, only, and shall not apply to any Lot the title to which is not owned by the Developer at the time of recording of the amendment. This instrument may be amended in whole or in part at any time by a writing signed by all of the fee owners, land contract purchasers, and mortgagees of the Lots in Woodfield Farms of record at the time of that signing. Any amendment shall be recorded in the office of the Register of Deeds for Genesee County, Michigan and shall thereafter be binding upon all persons claiming any interest in the Property.

4. Term of Restrictions. The restrictions and provisions of this instrument shall remain in effect in perpetuity, unless terminated earlier by a written document signed by all fee title owners, land contract vendees, and mortgagees of all Lots in Woodfield Farms of record at the time of recording of that document.

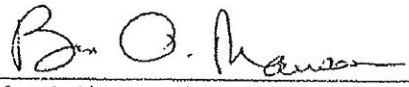
5. Waiver. The waiver of or failure to enforce or delay in enforcing any provision of this instrument in any particular instance or instances shall not estop or be deemed a waiver of the right of enforcement of these restrictions in any other instance or as to any continuing, subsequent or other violation of these restrictions.

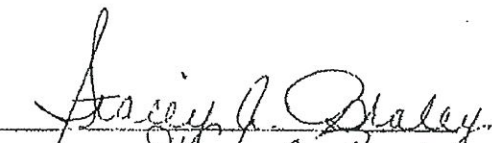
Dated: March 31, 1998

WITNESSES:

Paragon Developments Incorporated,
a Michigan Corporation


JOHN CARPENTER


by 
Brian A. Mansour, its president


Stacey A. Braley

STATE OF MICHIGAN)
) SS.

COUNTY OF GENESEE)

On March 31, 1998, the foregoing document was acknowledged before me by Brian Mansour, President of Paragon Developments Incorporated, a Michigan corporation, on behalf of the corporation.


J.R. CARPENTER

Notary Public, Genesee County, Michigan
My commission expires: 5-21-2000

Drafted by and when
recorded return to:
George F. Rizik, II (P30595)
Attorney at Law
Rizik & Rizik, P.C.
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