

Lots 1 through 41, both inclusive, lots 43 through 99 both inclusive, Village Center Park and Village East Park.

BUILDING AND USE RESTRICTIONS

RESTRICTIONS RE: Lots 1 through 41, both inclusive, lots 43 through 99 both inclusive, Village Center Park and Village East Park, part of the Southeast 1/4 of Southwest 1/4 of Section 33, T.1S., R.8E, Township of Plymouth, Wayne County, Michigan. A Plat recorded Liber 97 Pages 69 70, Wayne County Records.

DATED: October 14, 1977

1. These restrictions are covenants which shall run with the land and shall be binding on all parties hereto and all parties claiming under or through them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless it is on that date or at the end of any such period agreed by a vote of the then owners of a majority of the lots included in the above described land to change such restrictions in whole or in part or to cancel them, or at anytime upon the agreement of eighty (80%) percent of the fee title holders and with agreement of the Township of Plymouth.

2. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single-family dwelling not to exceed two (2) stories in height and a private garage for not more than three (3) cars.

3. No dwelling shall be permitted on any lot having an area of less than twelve hundred fifty (1250) square feet, exclusive of open porches and garages, for a one-story structure; 800 square feet on the first floor for a 1-1/2 story, and 700 square feet on the first floor for a two story structure.

4. Minimum Yard Requirements. No building on any lot in The Sub-division shall be erected nearer than:

- a. Thirty (30) feet from the front lot line: nor
- b. Ten (10) feet from each side lot line: nor
- c. Fifty (50) feet from the rear lot line or forty (40) feet from the rear lot line only when it abutts platted Open Space; nor
- d. Thirty (30) feet from the side lot line abutting a street on corner lots. Approval of a variance by the Plymouth Township Zoning Board of Appeals permitting yards smaller than the above minimums shall be deemed a valid waiver of this restriction.

5. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and no building are to be constructed within the easements.

6. No structure of a temporary character, trailer, tent, shack, barn or other outbuildings shall be placed on any lot at any time either temporary or permanently, except a structure to be used by builders for storage of materials during construction period.

7. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereupon which may be or may become an annoyance or nuisance to the neighborhood.

8. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one (1) square foot, one sign of not more than six (6) square feet for advertising the property for sale or rent; except that signs of any size may be used by a builder to advertise the property during the construction period.

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BUILDING AND USE RESTRICTIONS - PAGE TWO

9. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be provided that they are not kept, bred or maintained for any commercial purpose.

10. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. The use of any incinerator shall be a type which will not discharge offensive odors or ash when burning.

11. No fence, well, shrubbery, sign, or other obstruction to vision above a height of thirty (30) inches from the established street grades shall be permitted within the triangular area formed at the intersection on any street right-of-way lines by a straight line drawn between said right-of-way lines at a distance along each line of twenty-five (25) feet from their point of intersection. The same sight-line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at a sufficient height to prevent obstruction to such sight-lines.

12. No fence or wall shall be constructed so as to extend beyond the front or side building setback line, except ornamental fences which shall not exceed twenty-four (24) inches in height, nor shall fences be constructed more than forty-eight (48) inches in height on any other lot line, except fences constructed on the boundary lines of any public owned properties.

13. No business, trade, profession or commercial activity of calling for home occupation, of any kind shall be conducted in any building or on any portion of the property, except a builder's sales office may be used and maintained until all of the lots in the subdivision have homes constructed thereon and shall be occupied as a place of residence subject, however, to the review and approval of the Plymouth Township Board of Zoning Appeals.

14. If the parties hereto, or any of them, or their heirs or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons owning any real property situated in said development to prosecute any proceedings at law or in equity against the person violating or attempting to violate any such covenants and either to prevent him or them doing so or to recover damages or other dues for such violations.

15. All public utilities such as water mains, sanitary sewer, storm sewers, gas mains, electric and telephone local Subdivision distribution lines and all connections to same, either private or otherwise, shall be installed underground; provided, however, that above ground transformers, pedestals and other above ground electric and telephone utility equipment associated with or necessary for underground utility installations and distribution systems and surface and off-site drainage channels and facilities, as well as street lighting stanchions, shall be permitted. The said Lots 1 through 99 both inclusive, Village Center Park and Village East Park, above described are, in addition, subject to the terms of a Restriction Agreement recorded in Liber 19836, Pages 723-731, Wayne County Records, between the undersigned the Detroit Edison Company and the Michigan Bell Telephone Company, relating to the installation and maintenance of underground electric and communication service and facilities, and which instruments are, by this reference, incorporated herein.

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16. No inoperative vehicles or commercial vehicles, house trailers or mobile trailers, boats and boat trailers shall be permitted to be parked or stored on any lot in said subdivision unless such vehicles are parked or stored in a garage on said lot which conforms to the requirements pertaining to the construction of garage as set above.

17. Each owner-occupant shall, within sixty (60) days of receipt of fee simple title, install or cause to have installed seed and mulch or sod or other vegetative growth covering all exposed earth; provided, however, if such fee simple title shall be received between October 1, in any year, and April 1 of the next succeeding year the obligations as above set forth shall be completed no later than May 15, of the succeeding year.

18. Common Areas:

(a) Definitions

1) "Developer" shall mean and include Rescom Development Corporation or its assigns.

2) "Association" shall mean and refer to the Westbriar Village Subdivision No. 1 Homeowners Association.

3) "Properties" shall mean and include Lots 1 through 41, both inclusive, and lots 43 through 99 both inclusive of Westbriar Village Subdivision No. 1, described above.

4) "Common Areas" shall mean and refer to those areas of land denoted on the recorded plat of the properties as Village Center Park and Village East Park, as set forth on the recorded plat of the properties and all intended to be owned by the Association and to be devoted to the common use and enjoyment of the owners of the property and any improvements thereon.

5) "Owners" shall mean and refer to the record owner whether one or more persons or entity of the fee simple title to any lots above described including land contract vendors, but not including any mortgagee, unless and until such mortgagee shall have acquired fee simple title pursuant to foreclosure or any proceedings of conveyance in lieu of foreclosure. When more than one person or entity has an interest in the fee simple title or any lot, the interest of all such persons collectively shall be that of a single owner.

6) "Owner-occupant" shall mean the same as "Owner" only at such time as a certificate of occupancy shall be issued by the Township of Plymouth for a dwelling upon a lot and not prior thereto.

7) "Member" shall mean and refer to all those owners who are or qualify as members of the Association as hereinafter set forth.

(b) Membership and voting rights in the Association.

1) Membership Every person or entity who is the owner of a lot shall be a member of the Association and membership shall become effective when the transfer becomes of record. Membership in the Association is and shall be appurtenant to and may not be separated from ownership of any lot.

2) Voting Rights The association shall have two (2) classes of members: Class A members and Class B members.

(a) Class B members shall be only the Developer or its agents and the Developer or its agents shall be entitled to one (1) vote as a Class B member for each lot within the properties of which it is an owner. Upon the transfer by the Developer of any lot to a new owner, the Class B membership of the Developer with respect to such lot shall be terminated. Each class B member shall be entitled to one (1) vote for each lot within the properties of which it is an owner.

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(b) Class A members shall be the owner-occupant of any lots (s). Class A members shall have no voting rights until the event described in the next succeeding paragraph shall occur.

(c) At such time as the number of Class A members is eighty percent (80%) or more of the number of votes of original Class B members, or at such other time prior thereto as the Class B Members shall so declare, in their sole discretion, all Class A and Class B members then outstanding, and all subsequent members of the Association, shall be and be deemed to be Class A members and entitled to one (1) vote per lot.

(c) Property rights in the common areas.

1) Members' easements of enjoyment. Subject to the provisions of Section 3 hereof, following, every member shall have right and easement of enjoyment in and to the Common Areas, and such easement shall be appurtenant to and shall pass with the title to every lot.

2) Title to Common Areas. The Developer may retain legal title to the common areas until such time as it has completed the improvement of the existing properties and until such time as, in the opinion of the developer, the Association is able to maintain the same, but notwithstanding any provision herein contained, the Developer hereby covenants that it shall convey the common areas to the Association, free and clear of all liens and encumbrances, except easements and rights-of-way of record, not later than the time of the conveyance of the first lot within the subdivision.

3) Extent of Members' Easements. The rights and easements of enjoyment of the members created herein are, and shall be, subject to the following:

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the common areas; and

(b) The right of the Association to suspend the voting and enjoyment rights of any member for any period during which any assessment against his lot remains unpaid, and for a period not to exceed thirty (30) days, for any infraction by such member of its published rules and regulations; and

(c) The right of the Association to dedicate or transfer all of any part of the common areas to any public agency, authority or utility for such purposes, and subject to such conditions, as may be agreed to by the members provided that no such dedication or transfer, or determination as to the conditions thereof, shall be effective unless an instrument signed by the holders of two-thirds (2/3) of all outstanding Class A stock has been recorded, agreeing to such dedication or transfer and as to the conditions thereof; and, provided, further, that no such dedication or transfer, or determination as to the conditions thereof, shall be effective unless the prior consent thereto of the Township of Plymouth, Wayne County, Michigan, by and through its Township Board shall have first been obtained.

4) Delegation of use. Any owner may delegate, in accordance with the By-laws of the Association, his right of enjoyment in and to the common areas to the members of his family, his tenants, or to land contract vendees who reside on the property.

(d) Covenant for maintenance assessment.

1) Creation of the lien and personal obligation of assessments. The Developer, for each lot owned by it within the properties, hereby covenants, and each owner of any lot within the properties, by acceptance of any lot within the properties, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association annual assessments or charges, and the annual assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on

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the lot and shall be a continuing lien upon the lot against which each such assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be the personal obligation of the person (s) who was the owner of such lot at the time when the assessment fell due.

2) Purpose of assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in the properties, and in particular, for the operation, maintenance, management and improvement of the common areas, including, but not limited to, the payment of taxes and insurance thereon, the repair and replacement thereof, for additions thereto and improvements thereof, and for the cost of labor, equipment, materials, management and supervision for and in connection with the common areas and the Association.

3) Basis and maximum of annual assessments. There shall be no assessment against the properties until the calendar year of 1978, however, the Developer shall make such initial improvements to the common areas in accordance with its agreement with the Township of Plymouth. From and after January 1, 1978, the annual assessment shall be no less than \$5.00 per year and not more than \$10.00 per year for a lot owner and no less than \$20.00 per year nor more than \$50.00 per year for lot owner-occupant. The amount of dues shall be fixed at such an amount so that the total revenue of the Association shall be sufficient to pay for all costs of operating and maintaining the properties owned by said association including by way of illustration and not limitation capital improvements, additions, or replacements.

3. 4) Notice and Quorum for Action Authorized Under Section Notice of the annual or special meeting of the membership shall be mailed to all members entitled to vote at least ten (10) days prior to the date of such meeting. At any annual or special meeting of the members, one quarter (1/4) of the members entitled to vote shall constitute a quorum and shall be empowered to transact business. If at any meeting of the members no quorum shall be present, the meeting shall be adjourned to a subsequent date, and the secretary shall notify the members thereof in writing at least ten (10) days prior to such subsequent date, and at such adjourned meeting, the members shall constitute and be a quorum, even if there are present less than one-quarter (1/4) of the members entitled to vote.

5) Duties of Board of Directors. The Board of Directors of the Association, subject to the limitations set forth in Section 3 hereof, shall fix the amount of the assessment against each lot for each assessment period and shall, at that time, prepare a roster of the lots and the assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any owner. Written notice of the assessments shall thereupon be sent to every owner subject thereto. The Association shall, upon demand and payment of a reasonable charge, furnish to any owner liable for such assessment(s) a certificate in writing signed by an officer of the Association setting forth whether such assessment has been paid.

6) Effect of Non-Payment of Assessment: The Personal Lien: Remedies of the Association. If any assessment is not paid on the date when due, then such assessment shall become delinquent and shall, together with such interest thereon and costs of collection thereof as hereinafter provided, thereupon become a continuing lien on such lot which shall bind such lot in the hands of the then owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then owner to pay such assessment(s), however, shall remain his personal obligation for the statutory period and shall not pass as a personal obligation to his successors in title unless expressly assumed by them, but shall run with the land. If the assessment is not paid within (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of six percent (6%) per annum, and the Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the lot, and thereupon

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amount of such assessment(s) the costs of preparing and filing the Complaint in such action, or in connection with such foreclosure, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and reasonable attorney's fee to be fixed by the court together with the costs of the action.

7) Subordination of the Lien to Mortgages. The lien of the assessment(s) provided for herein is and shall be subordinate to the lien(s) of any mortgage or mortgages now or hereafter placed upon any lot subject to assessment hereunder; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to sale or transfer of such lot pursuant to foreclosure of such mortgage(s), or prior to any other proceeding or conveyance in lieu of foreclosure. Such sale transfer or conveyance shall not, however, relieve such lot from liability for any assessment thereafter coming due, or from the lien of any such subsequent assessment.

19. Rear yard drains, drainage grades and footing drains.
- A. Maintenance of the rear yard drains, drainage grades and footing drains.
1. SURFACE DRAINAGE.

It shall be the responsibility of each lot owner to maintain the surface drainage grades of his lot as established by the developer. Each lot owner covenants that he will not change the surface grade of his lot in a manner which will materially increase or decrease the storm water flowing onto or off of his lot or block. The Board of Directors of the Association shall enforce this covenant and may enter upon the lots in the subdivision to correct any violation of this covenant and shall charge the cost of the correction to the lot owner who had violated this covenant.

2. REAR YARD DRAINS.

The Subdivision Association shall be responsible for the maintenance of enclosed rear yard storm water drains. In the event such drains shall require repair, the drains shall be repaired by the Association and the cost of such repair shall be allocated equally among all lots served by the arm of the drain line repaired. The allocation of cost shall be assessed to the lot owners and shall be a lien upon the lot and a personal obligation of each lot owner assessed.

3. FOOTING DRAINS.

It shall be the responsibility of each lot owner to maintain the footing drains for all construction on his lot and to assure the footing drains are clear of obstructions and are connected to the Storm Sewer System, where required, as shown in the approved plans on file with the Township of Plymouth. In the event any lot owner shall fail to maintain the footing drains or shall fail to have the drains properly connected to

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the storm water drainage system, where required, as shown on the approved plans on file with the Township of Plymouth, the Association may enter upon the land of such owner and perform all necessary repairs and maintenance of the footing drains. The costs for such repairs and maintenance shall be charged to the lot owner and shall be a lien upon the land and a personal obligation of the owner of the lot.

B. Failure of a lot owner or the Association to maintain the drainage grades, rear yard drains or footing drains.

1. The Township of Plymouth, or its successors, shall have the right to enter upon all lots within the subdivision, at all reasonable times for the purpose of inspecting the surface drainage, rear yard drains, and footing drains, for the purpose of determining if the drains are adequately maintained.

2. In the event the Township of Plymouth shall determine the drainage grades, and footing or rear yard drains are inadequate maintained, or that there exists a danger to public health, safety or morals, the Township shall advise the Board of Directors of the Association of the condition objected to and shall establish a reasonable time limit for the correction of the deficiency.

3. The Association shall comply with the notice from the Township within the time specified and shall establish such additional assessments on the lots and the subdivision as shall be necessary to fund the cost of the required maintenance. Assessments for repair of footing drains shall be made only against the lot on which the repair is completed. In the event the Association fails to complete the maintenance items of which it has been notified within the period limited by the notice, the Township of Plymouth may enter upon the lots and perform the required maintenance either through its employees or through independent contractors. The Association shall be responsible for the cost of the maintenance performed by the Township and each lot owner shall be responsible for his proportionate share of the costs including reasonable inspection and supervision fees to the Township.

4. The provisions of these restrictions authorizing assessments upon the lots are for the benefit of the Township of Plymouth and the Township may enforce this agreement in its own name by order of the Circuit Court directing the levy of the required assessment on each lot, the establishment of a lien on each lot to the extent of its share of the assessment, and the foreclosure of the lien, or the enforcement of the personal liability of each lot owner for his proportionate share of the assessment, which remedies shall be cumulative.

5. Anything contained herein or elsewhere to the contrary notwithstanding at such time as the Township of Plymouth, as a matter of governmental function, shall provide maintenance of enclosed rear yard storm water drains without individual subdivision or lot charge or assessment therefor, then and at such

AMENDMENT TO DECLARATION
OF BUILDING AND USE RESTRICTIONS

Recorded in Liber 19908, Pages 256 to 263 inclusive, Wayne County Records, covering Lots 1 through 41, both inclusive, lots 43 through 99 both inclusive, Village Center Park and Village East Park, part of the Southeast 1/4 of Southwest 1/4 of Section 33, T.1S., Chartered Township of Plymouth, Wayne County, Michigan. A Plat recorded Liber 97 Pages 69 and 70, Wayne County Records.

WHEREAS, the Declaration of Building and Use Restrictions for Westbriar Village Subdivision No. 1, contains the following provisions:

1. These restrictions are covenants which shall run with the land and shall be binding on all parties hereto and all parties claiming under or through them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless it is on that date or at the end of any such period agreed by a vote of the then owners of a majority of the lots included in the above described land, to change such restrictions in whole or in part or to cancel them, or at anytime upon the agreement of eighty (80%) percent of the fee title holders and with agreement of the Chartered Township of Plymouth.

AND WHEREAS, the undersigned Lot Owners are in excess of eighty (80%) percent of the lot owners of Westbriar Village Subdivision No. 1,

AND WHEREAS, the Chartered Township of Plymouth has joined in the execution of this Amendment.

NOW THEREFORE, in consideration of the mutual promises herein contained, the receipt and adequacy of, which is hereby acknowledged, it is agreed as follows:

Pursuant to Paragraph 1 of the Declaration of Building and Use Restrictions, Paragraph 12 is hereby Amended to read as follows:

Paragraph 12. No fence, wall or screen shall be permitted on any lot within the subdivision except:

A. Dog runs which shall be immediately adjacent to the residence and shall not enclose an area greater than one hundred fifty (150) square feet;

B. Fencing around in-ground swimming pools which fence shall not exceed five (5) feet in height and five (5) to fifteen (15) feet from the edge of the water, however, on the side of the pool closest to the residence, where the residence serves as the fourth side, it may be as much as twenty (20) feet from the water's edge. Said fencing shall be decorative in nature and shall not be constructed of chain link material;

C. Ornamental or decorative fencing which does not exceed thirty (30) feet in total length on any given lot or exceed forty-two (42) inches in height;

D. Two rail split fencing not exceeding forty-two (42) inches in height adjacent to Joy Road and McClumpha Road, between Barrington Rd. and Joy Rd. and;

E. Any wall constructed at any entrance of the subdivision for the purpose of carrying identification of the subdivision and constructed by the Association. Said wall, or walls, shall be maintained by the Association.

All other provisions of said Declaration shall remain unchanged.

WITNESSETH:

CHARTERED TOWNSHIP OF PLYMOUTH
A Municipal Corporation, formerly known
as Plymouth Township

BY: THOMAS G. NOTEBAERT
Supervisor

BY: ESTHER HUSLING,
Clerk

STATE OF MICHIGAN
SS.
COUNTY OF WAYNE

The foregoing instrument was acknowledged before me this _____ day of August, 1980, by THOMAS G. NOTEBAERT, Supervisor, and ESTHER HUSLING, Clerk of the Charter Township of Plymouth, in its behalf.

Notary Public, Wayne County
My Commission Expires:

GREAT LAKES TITLE

G819715

LI 21963 PA 548

SECOND AMENDMENT TO BUILDING AND USE RESTRICTIONS FOR WESTBRIAR VILLAGE SUBDIVISION #1

433019
MAR 30 1984

NORA & ISSAID, COUNSELLORS AT LAW, 219 SOUTH HARVEY, PLYMOUTH MICHIGAN 48170 (313) 451-2022

This Second Amendment to the Building and Use Restrictions made as of the 25th day of January, 1984, reasserts, reaffirms and incorporates verbatim herein, to the extent they are not amended hereby, the original building and use restrictions recorded in Liber 19908, Pages 256-263 inclusive of the Wayne County Records dated October 14, 1977 and reasserts, reaffirms and incorporates verbatim herein, to the extent it is not amended hereby, the First Amendment to the Building and Use Restrictions recorded in Liber 21017, Page 559 and dated September 28, 1980. The original building and use restrictions, the first amendment to the building and use restrictions and this second amendment to the building and use restrictions, bind, affect and run with the land on Lots 1 through 41, both inclusive, Lots 43 through 99, both inclusive, Village Center Park and Village East Park, part of the Southeast 1/4 of the Southwest 1/4 of Section 33, T.1S., R.8E, Township of Plymouth, Wayne County, Michigan, a Plat recorded in Liber 97, Pages 69-70 inclusive, Wayne County Records dated October 14, 1977. Pursuant to this second amendment to the building and use restrictions, the original building and use restrictions are hereby modified and amended as follows:

G819715

- Paragraph (2.) of the original building and use restrictions is modified and amended to read as follows:
- 2. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single-family dwelling not to exceed two (2) stories in height and a private

RECORDED MAR 30 1984 AT 3:51 O'CLOCK
FOREST E. YOUNGBLOOD, Register of Deeds
-WAYNE COUNTY, MICHIGAN 48226

garage for not more than three (3) cars. All dwellings shall be occupied by a single private family only. All Adult Foster Care Facilities, child care organizations, Asylums, and any other State Licensed Residential Facilities, as well as nursery care facilities, day care centers, nursing homes, convalescent homes, hospitalization facilities, or any other use requiring either a state license or receiving state funding, are specifically excluded from this Subdivision and are not contemplated in the meaning of single family dwelling or single family occupancy.

Paragraph (7.) of the original building and use restrictions is modified and amended to read as follows:

7. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereupon which may be or may become an annoyance or nuisance to the neighborhood. Conversion of a single-family dwelling and/or a change in occupancy to an Adult Foster Care Facilities, child care organizations, Asylums, and any other State Licensed Residential Facilities, as well as nursery care facilities, day care centers, nursing homes, convalescent homes, hospitalization facilities, or any other use requiring either a state license or receiving state funding, are specifically in violation of this covenant and restriction and thus constitute a nuisance per se and an unpermitted use herein.

Paragraph (13.) of the original building and use restrictions is modified and amended to read as follows:

13. No business, trade, profession or commercial activity calling for home occupation of any kind, including Adult Foster Care Facilities, child care organizations, Asylums, and any other State Licensed Residential Facilities, as well as nursery

care facilities, day care centers, nursing homes, convalescent homes, hospitalization facilities, or any other use requiring either a state license or receiving state funding, shall be conducted in any building or on any portion of the property.

This Second Amendment to the building and use restrictions have been adopted and consented to by at least 80% of the owners of Lots in Westbriar Subdivision #1 as required by the original building and use restrictions, and shall inure to the benefit of and shall bind all the heirs, successors and assigns of the owners of all Lots of Westbriar Subdivision #1, and are intended and hereby declared to run with the land. In the event of a conflict between these restrictions and the original or First Amended building and use restrictions, this Second Amendment shall control.

NORA & ESSAD, COUNSELLORS AT LAW, 219 SOUTH HARVEY, ITYAKOUTH, MICHEGAN 48170 (313) 451-2022

9-049836

THIRD AMENDMENT TO
BUILDING AND USE RESTRICTIONS FOR
WESTBRIAR VILLAGE SUBDIVISION #1

L125635PA403

This Third Amendment to Building and Use Restrictions for Westbriar Village Subdivision #1 made this 12th day of December, 1991.

W I T N E S S E T H:

WHEREAS, the Building and Use Restrictions for Westbriar Village Subdivision dated October 14, 1977 and recorded in Liber 97, Page 69, Wayne County Records, covering Lots 1 through 41, both inclusive, lots 43 through 99 both inclusive, Village Center Park and Village East Park, part of the Southeast 1/4 of Southwest 1/4 of Section 33, Town 1 South, Chartered Township of Plymouth, Wayne County, Michigan. A Plat recorded Liber 97 Pages 69 and 70, Wayne County Records, as amended by that certain Amendment to Declaration of Building and Use Restrictions dated September 28, 1980, and recorded in Liber 21017, Page 559, Wayne County Records, and that certain Second Amendment to Building and Use Restrictions for Westbriar Village Subdivision #1 dated January 25, 1984 and recorded in Liber 21963 Page 548, Wayne County Records (hereinafter collectively referred to as "the Building and Use Restrictions") currently provides, in Paragraph 18(d)(3) that the annual assessment for each lot owner shall not exceed Fifty (\$50.00) Dollars per year; and

WHEREAS, the Westbriar Village Homeowner's Association is desirous of amending the Building and Use Restrictions to provide that the annual assessment shall not exceed One Hundred (\$100.00) Dollars per year, per lot owner; and

WHEREAS, the Building and Use Restrictions require the agreement of eighty (80%) per cent of the fee title holders and the agreement of the

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Township of Plymouth before the Building and Use Restrictions can be changed in whole or in part; and

WHEREAS, at least eighty (80%) per cent of the fee title holders of lots in Westbriar Village Subdivision #1 have agreed to amend the Building and Use Restrictions to provide that the annual assessment shall not exceed One Hundred (\$100.00) Dollars per year, per lot.

NOW, THEREFORE, the Building and Use Restrictions shall be amended as follows:

1. The current Paragraph 18(d)3) of the Building and Use Restrictions shall be deleted in its entirety and in its place shall be inserted the following:

"From and after January 1, 1992 the annual assessment shall not exceed One Hundred (\$100.00) Dollars per year for each lot owner-occupant. The amount of such assessment shall be fixed such that the total revenue of the Association from such assessments shall be sufficient to pay for all costs and expenses incurred by the Association for the operation and maintenance of the common areas, and to promote the recreation, health, safety and welfare of the residents."

2. Except to the extent modified herein, all the terms and conditions contained in the Building and Use Restrictions are hereby ratified and confirmed as being and remaining in full force and effect.

WITNESS:

Martha Schmidt
MARTHA SCHMIDT
James D O'Neill
JAMES D. O'NEALL

WESTBRIAR VILLAGE HOMEOWNER'S ASSOCIATION
A Michigan non-profit corporation

BY Richard Schmidt RICHARD SCHMIDT
ITS PRESIDENT
BY Sally M. O'Neill Sally M. O'Neill
ITS Secretary

STATE OF MICHIGAN

L125635PA405

COUNTY OF WAYNE

On this 12th day of December, 1991 personally appeared before me the foregoing Richard Schmidt and SALLY M. O'NEALL, who acknowledged that they executed this document on behalf of Westbriar Village Homeowner's Association.

Helen Hancey
HELEN HANCEY
Notary Public, Wayne County, Michigan
My commission expires: 6-26-95

APPROVED AND AGREED TO BY THE TOWNSHIP OF PLYMOUTH, THIS 28th DAY OF JANUARY, 1992 for and on behalf of the Township of Plymouth, pursuant to Zoning Ordinance No. 83.

TOWNSHIP OF PLYMOUTH
BY: Gerald Law
GERALD LAW
ITS SUPERVISOR

STATE OF MICHIGAN

COUNTY OF WAYNE

On this 28th day of January 1992 before me personally appeared Gerald Law, Township Supervisor, Township of Plymouth, and acknowledged that he executed the foregoing on behalf of the Township of Plymouth.

Rebecca A. Armstrong
REBECCA A. ARMSTRONG
Notary Public, Wayne County, Michigan
My commission expires: 9/24/94

Drafted by:
RANDALL P. WHATELY
2290 First National Building
Detroit, MI 48226

D9931X

WHEN RECORDED RETURN TO:
ESTHER HULSING, CLERK
Plymouth Charter Township
42350 Ann Arbor Road
Plymouth, MI 48170

92-049836

THIRD AMENDMENT TO
BUILDING AND USE RESTRICTIONS FOR
WESTBRIAR VILLAGE SUBDIVISION #1

L125635 PA 403

This Third Amendment to Building and Use Restrictions for Westbriar Village Subdivision #1 made this 12th day of December, 1991.

W I T N E S S E T H:

WHEREAS, the Building and Use Restrictions for Westbriar Village Subdivision dated October 14, 1977 and recorded in Liber 97, Page 69, Wayne County Records, covering Lots 1 through 41, both inclusive, lots 43 through 99 both inclusive, Village Center Park and Village East Park, part of the Southeast 1/4 of Southwest 1/4 of Section 33, Town 1 South, Chartered Township of Plymouth, Wayne County, Michigan. A Plat recorded Liber 97 Pages 69 and 70, Wayne County Records, as amended by that certain Amendment to Declaration of Building and Use Restrictions dated September 28, 1980, and recorded in Liber 21017, Page 559, Wayne County Records, and that certain Second Amendment to Building and Use Restrictions for Westbriar Village Subdivision #1 dated January 25, 1984 and recorded in Liber 21963 Page 548, Wayne County Records (hereinafter collectively referred to as "the Building and Use Restrictions") currently provides, in Paragraph 18(d)(3) that the annual assessment for each lot owner shall not exceed Fifty (\$50.00) Dollars per year; and

WHEREAS, the Westbriar Village Homeowner's Association is desirous of amending the Building and Use Restrictions to provide that the annual assessment shall not exceed One Hundred (\$100.00) Dollars per year, per lot owner; and

WHEREAS, the Building and Use Restrictions require the agreement of eighty (80%) per cent of the fee title holders and the agreement of the

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RECORDED
WAYNE COUNTY
LIBER 21963
PAGE 548
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Township of Plymouth before the Building and Use Restrictions can be changed in whole or in part; and

WHEREAS, at least eighty (80%) per cent of the fee title holders of lots in Westbriar Village Subdivision #1 have agreed to amend the Building and Use Restrictions to provide that the annual assessment shall not exceed One Hundred (\$100.00) Dollars per year, per lot.

NOW, THEREFORE, the Building and Use Restrictions shall be amended as follows:

1. The current Paragraph 18(d)3) of the Building and Use Restrictions shall be deleted in its entirety and in its place shall be inserted the following:

"From and after January 1, 1992 the annual assessment shall not exceed One Hundred (\$100.00) Dollars per year for each lot owner-occupant. The amount of such assessment shall be fixed such that the total revenue of the Association from such assessments shall be sufficient to pay for all costs and expenses incurred by the Association for the operation and maintenance of the common areas, and to promote the recreation, health, safety and welfare of the residents."

2. Except to the extent modified herein, all the terms and conditions contained in the Building and Use Restrictions are hereby ratified and confirmed as being and remaining in full force and effect.

WITNESS:

Martha Schmidt
MARTHA SCHMIDT
James D O'Neill
JAMES D. O'NEALL

WESTBRIAR VILLAGE HOMEOWNER'S ASSOCIATION
 A Michigan non-profit corporation

BY Richard Schmidt RICHARD SCHMIDT
 ITS PRESIDENT
 BY Sally M. O'Neill Sally M. O'Neill
 ITS Secretary

STATE OF MICHIGAN

COUNTY OF WAYNE

On this 12th day of December, 1991 personally appeared before me the foregoing Richard Schmidt and SALLY M. O'NEAL, who acknowledged that they executed this document on behalf of Westbriar Village Homeowner's Association.

Helen Hancey

HELEN HANCEY

Notary Public, Wayne County, Michigan
My commission expires: 6-26-93

APPROVED AND AGREED TO BY THE TOWNSHIP OF PLYMOUTH, THIS 28th DAY OF JANUARY, 1992 for and on behalf of the Township of Plymouth, pursuant to Zoning Ordinance No. 83.

TOWNSHIP OF PLYMOUTH

BY: Gerald Law

GERALD LAW

ITS SUPERVISOR

STATE OF MICHIGAN

COUNTY OF WAYNE

On this 28th day of January 1992 before me personally appeared Gerald Law, Township Supervisor, Township of Plymouth, and acknowledged that he executed the foregoing on behalf of the Township of Plymouth.

Rebecca A. Armstrong

REBECCA A. ARMSTRONG

Notary Public, Wayne County, Michigan
My commission expires: 9/24/94

Drafted by:
RANDALL P. WHATELY
2290 First National Building
Detroit, MI 48226

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CC Planning