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Bernard J. Youngblood  
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**FIRST AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR RIVER WOODS SUBDIVISION**

This First Amendment to the Declaration of Covenants and Restrictions is made this 18<sup>th</sup> day of August, 2021, by the River Wood Homeowners' Association, a Michigan nonprofit corporation, whose address is PO Box 871776, Canton, MI 48187 (hereinafter sometimes referred to as "Association").

WHEREAS, the Declarant, SOUTH T. ENTERPRISES/RIVERWOODS, L.L.C., a Michigan limited liability company ("Declarant"), executed a Declaration of Covenants and Restrictions (the "Declaration") for River Woods Subdivision (the "Subdivision") on July 28, 1997, said Declaration being recorded on August 7, 1997, in Liber 29648, Pages 1779.0 through 1801.0, Wayne County Register of Deeds;

WHEREAS, lots numbered 1 through 92 (the "Lots") of the Subdivision are subject to the Declaration;

WHEREAS, pursuant to the Declaration, the owners of the Lots (the "Lot Owners") are members of the Association;

WHEREAS, Article VIII, Section 5 of the Declaration provides, in relevant part, that it "shall run with and bind the Lots and Common Areas . . . for a term of thirty (30) years from the date this Declaration is recorded (the "Primary Term"), after which time this Declaration shall be automatically extended for successive periods of ten (10) years, . . .";

WHEREAS, Article VIII, Section 5 of the Declaration further provides, in relevant part, that it "may be amended during the Primary Term by a recorded agreement and instrument of change signed by not less than eighty percent (80%) of the Owners";

WHEREAS, the "Primary Term" began on August 7, 1997, and runs until August 7, 2027;

WHEREAS, not less than eighty percent (80%) of the Lot Owners have provided their written consent to amend certain portions of Article IV, Section 10 of the Declaration, as well as Article VI, Sections 1, 5 and 8 of the Declaration as more fully stated herein;

WHEREAS, the amended and restated Article IV, Section 10 and Article VI, Sections 1, 5 and 8 as stated herein shall replace and supersede in their entirety the corresponding Sections of the Declaration as originally recorded, while all other provisions of the Declaration as originally

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recorded shall remain in full force and effect;

WHEREAS, the written consents of the Owners of each Lot which has approved these amendments to the Declaration are attached as Exhibits 1 through 79 hereto, per Article VIII, Section 5 of the Declaration;

NOW, THEREFORE, Article IV, Section 10 of the Declaration is hereby amended in its entirety to read as follows:

**SECTION 10. EFFECT OF NON-PAYMENT OF ASSESSMENT: THE PERSONAL OBLIGATION OF THE OWNER: THE LIEN: REMEDIES OF THE ASSOCIATION.** Any assessment not paid within thirty days after the due date shall be deemed delinquent. Delinquent assessments shall bear interest at the rate of ten percent per annum from the due date, and shall be subject to late payment fines imposed pursuant to a uniform Schedule of Fines as the Board may enact or amend. The Association may bring an action at law against the Owner personally obligated to pay such assessment, interest, and fines, or foreclose the lien against the Lot. The Association has the unqualified right to elect to foreclose the lien securing payment of assessments either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. The cost of preparing and filing the complaint in such action, or in connection with such foreclosure, shall be added to the amount of such assessment and, in the event a judgment is obtained, such judgment shall include interest and fines related to the assessment, as above provided, and a reasonable attorney's fee to be fixed by the court, together with the costs of the action. No Owner may waive or otherwise escape liability for any assessment by non-use of the Common Area or the abandonment of such Owner's Lot. Subject to the provisions of Section 11 of this Article IV, sale or transfer of any Lot shall not affect the lien for any assessment regarding such Lot. The Owner of any Lot, by acceptance of a deed, land contract, or other conveyance thereto, whether or not it shall be so expressed in any such deed, land contract, or conveyance, shall be deemed to have covenanted and agreed to this Section, as all other Sections of these Covenants and Restrictions.

Article VI, Section 1 of the Declaration is hereby amended in its entirety to read as follows:

**SECTION 1. PERMITTED USE.** No Lot shall be used except for single family residential purposes. Except as specifically permitted herein, no structure shall be erected, altered, re-erected, placed or permitted to remain on any Lot other than one single-family residential dwelling (the "Dwelling"), not to exceed three (3) stories and 35 feet in height, and a private garage for not more than three (3) vehicles for the sole use of the Owner/Occupant of the Lot upon which such Dwelling shall have been erected, together with such other Improvements as the Committee shall have approved. Each garage shall be attached or architecturally related to the Dwelling to which such garage pertains, and shall be constructed at the time of, and in conjunction with, construction of such Dwelling. No garage shall provide space for less than two (2) vehicles. Garage doors shall not face the public street upon which such Lot fronts, nor shall any garage door face the rear line of any Lot. Carports are specifically prohibited. No part of any Dwelling or appurtenant structure shall be used for any activity normally conducted as a business. No Dwelling or part of any Dwelling may be leased or rented, unless the number of Occupants does not exceed two times

the number of building-code compliant bedrooms contained in the Dwelling. Except as specifically permitted herein, a pre-existing structure may not be moved onto any Lot.

Article VI, Section 5 of the Declaration is hereby amended in its entirety to read as follows:

**SECTION 5. DECKS.** Each dwelling may have an open deck, which shall be attached to the rear portion thereof, and which shall (a) not have any type of roof, but may have a lattice overhead covering, subject to Committee approval; (b) not have sides or walls exceeding 42 inches in height; (c) not be any closer than 20 feet to the rear Lot line; and (d) not be located within any portion of the Required Side Yard Setback. Gazebos are not considered to be decks and are allowed, subject to Committee approval. That portion of any deck constructed before January 1, 2002, is exempt from this subsection.

Article VI, Section 8 of the Declaration is hereby amended in its entirety to read as follows:

**SECTION 8. WALLS AND FENCES.** No fence or wall of any type shall be permitted for the purpose of enclosing any Lot. Wrought iron fencing (but not fencing of the wire type commonly known as "Cyclone Fencing") may be used on any Lot for the purpose of enclosing a permitted swimming pool, in locations approved by the Committee. The side yards and rear yard (but not the front yard) of any Lot may be enclosed by landscaping pursuant to a plan approved by the Committee, provided that the street side of a corner Lot shall be considered a second front yard for purposes of the foregoing limitations. That portion of any wall or fence existing as of January 1, 2002, is exempt from these requirements.

In all other respects, the Subdivision's existing Declaration is hereby ratified and re-affirmed.

IN WITNESS WHEREOF, as of May 20, 2020, not less than eighty percent (80%) of the Owners of Lots in the River Woods Subdivision have approved this First Amendment to Declaration of Covenants and Restrictions for River Woods Subdivision, in accordance with Article VIII, Section 5 of the original Declaration of Covenants and Restrictions for the Subdivision recorded on August 7, 1997, in Liber 29648, Pages 1779.0 through 1801.0, Wayne County Records.

**RIVER WOOD HOMEOWNERS'  
ASSOCIATION**, a Michigan non-  
profit corporation

By: 

JIM DARLING

Its: President

Dated: August 18, 2021

STATE OF MICHIGAN )

) ss.

COUNTY OF WAYNE )

On this 18<sup>th</sup> day of August, 2021, before me personally appeared JIM DARLING who stated under oath that he is the President of the RIVER WOOD HOMEOWNERS' ASSOCIATION, a Michigan non-profit corporation, and that he signed the foregoing First Amendment to Declaration of Covenants and Restrictions for River Woods Subdivision for and on behalf of said corporation.

TERESA S. FEJOO  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF WAYNE  
My Commission Expires 11/4/2023  
Acting in the County of Wayne

Teresa S. Fejoo  
, Notary Public, County of

Wayne, State of Michigan

My commission expires:

Acting in the County of Wayne.

Drafted by and when recorded return to:  
Gregory J. Fioritto (P 61893), of  
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