



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Date: November 4, 2024

To: Honorable Mayor and Members of the Troy City Council

From: Lori Grigg Bluhm, City Attorney
Julie Quinlan Dufrane, Assistant City Attorney

Subject: Amendment to Shallowbrook Subdivision Open Space Agreement



Attached is a proposed amendment to an Open Space Agreement concerning the platted subdivision known as Shallowbrook Subdivision, which is located on the east side of Rochester Road between Long Lake and Wattles Roads in the City of Troy. This subdivision was developed in 1974. Under the City's then existing Subdivision Control Ordinance, developers were required to set aside areas of open space for the benefit of the homeowners and to provide for long term maintenance of that open space. Any amendment to the Open Space Agreement requires approval of the City of Troy. (*See attached* Subdivision Open Space Agreement dated March 6, 1974, Recorded at Liber 6398, Page 104). Representatives of Shallowbrook Subdivision approached the City seeking to amend three specific sections of the agreement as described below.

Amendment to Section 7(a): Clarifies the definition of "lot owner," and removes any ambiguity about rented homes.

Amendment to Section 9: This amendment deletes obsolete language concerning the original developer of the subdivision who turned over control the Homeowners Association several decades ago. The amendment also resolves a circumstance where there are fewer than five (5) lot owners who are willing to serve on the Board.

Amendment to Section 10(A): The original version of the agreement did not provide for any method to account for inflation. At this time, the dues do not cover the Association's expenses and financial obligations, including maintenance of the open space. The amendment to Section 10(A) would raise the Homeowner Association's dues and provide a mechanism to account for inflation.

RECOMMENDATION:

These proposed amendments do not alter any of the City's rights, duties or obligations, and they are recommended for approval. The amendments have been approved by the required number of lot owners in the Shallowbrook Subdivision Homeowners Association.

Attachments:

1. Original Subdivision Open Space Agreement, dated March 6, 1974
2. Proposed Amended Subdivision Open Space Agreement

Amendment to Subdivision Open Space Agreement

This **Amendment to Subdivision Open Space Agreement** is made and entered into on _____, 2024, between the City of Troy, a Michigan municipal corporation, whose address is 500 West Big Beaver Road, Troy, Michigan 48084 (the “City”), on one hand, and James McCauley, acting for himself and for the other parties listed in exhibit 1 (together, the “Subscribing Owners”) by limited powers of attorney executed on the dates referenced in the exhibit, as successors to REL Development Co., a Michigan co-partnership, of 4085 Rochester Road, Troy, Michigan 48084 (the “Developer”), on the other hand.

RECITALS

1. The Developer platted Shallowbrook Subdivision, located in the City of Troy, Oakland County, Michigan, of which the plat is recorded at liber 144, pages 20, 21, and 22 of plats, Oakland County records (the “Plat”).
2. The Developer and the City entered a Subdivision Open Space Agreement (the “SOSA”) dated March 6, 1974, and recorded at liber 6398, page 104, Oakland County records, which agreement is explicitly referenced in the Plat.
3. Section 21 of the SOSA states: “These covenants are to run with the land and shall be binding on the parties hereto, their heirs, devisees, representatives, until the City and seventy-five percent (75%) of the owners of said lots in this Subdivision by an instrument in writing recorded in the Office of the Register of Deeds for Oakland County, Michigan, agree to cancel, alter, amend, or modify this Agreement.”
4. The Plat includes 197 lots, meaning that the approval of 148 lot owners is needed to approve an amendment to the SOSA.
5. The City and the Subscribing Owners enter into this amendment under section 21 of the SOSA for their mutual benefit and consideration.

Amendment 1

Section 7(a) of the SOSA is amended and replaced in its entirety with the following:

For the purposes of this agreement, a lot owner shall be defined as the owner of record as of January 1st of each year. A lot owner-occupant shall be defined as a lot owner whose subject lot includes a residential structure.

Amendment 2

Section 9 of the SOSA is amended and replaced in its entirety with the following:

The By-Laws of the Association shall provide for a Board of Directors not more than fifteen (15) members.

Amendment 3

Section 10(a) of the SOSA is amended and replaced in its entirety with the following:

(i) Dues of the Association for calendar year 2024 shall be no more than Seventy-Five Dollars (\$75.00) per year for any lot. (ii) For later calendar years, the maximum dues will equal the maximum dues for the calendar year 2024, multiplied by the Index (as defined below) for September of the previous year, divided by the Index for September 2023. (iii) The "Index" initially means the Consumer Price Index, CPI-U, All Urban Consumers, U.S. City Average, 1982/84=100. If the initial Index is discontinued or otherwise becomes impractical, then the Board of Directors of the Association may select another similar index as the Index. (iv) Notwithstanding section 21 below, amendment of this section does not require the City's approval. (v) The Association's bylaws may allow for a one-time late fee of up to 25% and for interest on overdue amounts if dues are not paid timely.

All remaining sections of the original Subdivision Open Space Agreement remain in full force and effect.

Upon execution by all parties, this Amendment to the Subdivision Open Space Agreement shall be recorded with the Oakland County Register of Deeds by a representative of Shallowbrook Subdivision.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed on the day and year recited above.

CITY OF TROY
a Michigan municipal corporation

By: Ethan Baker
Its: Mayor

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

The foregoing Amendment to the Subdivision Open Space Agreement was acknowledged before me by Ethan Baker, the Mayor of the City of Troy, on _____, 2024.

_____, Notary Public
Oakland County, Michigan
My commission expires: _____
Acting in Oakland County

CITY OF TROY
a Michigan municipal corporation

By: M. Aileen Dickson
Its: Clerk

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

The foregoing Amendment to the Subdivision Open Space Agreement was acknowledged before me by M. Aileen Dickson, the Clerk of the City of Troy, on _____, 2024.

_____, Notary Public
Oakland County, Michigan
My commission expires: _____
Acting in Oakland County

James McCauley, acting for himself and for the other Subscribing Owners listed in exhibit 1, by limited powers of attorney executed on the dates referenced in the exhibit, as successors to REL Development Co., a Michigan co-partnership, of which 170 Subscribing Owners out of 197 total owners have approved Amendment 1 (86.3%), 165 Subscribing Owners out of 197 total owners have approved Amendment 2 (83.8%), and 154 Subscribing Owners out of 197 total owners have approved Amendment 3 (78.2%), hereby executes this Amendment to Subdivision Open Space Agreement on their behalf.

James McCauley, acting for himself and for the other Subscribing Owners as indicated in exhibit 1, as successors to REL Development Co., a Michigan Co-Partnership

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

The foregoing Amendment was acknowledged before me by James McCauley, acting for himself and for the other Subscribing Owners as indicated in exhibit 1, as successors to REL Development Co., a Michigan co-partnership, on _____, 2024.

_____, Notary Public
Oakland County, Michigan
My commission expires: _____
Acting in Oakland County

Notice under MCL 207.511(a) and 207.533(1): Exempt from county transfer tax under MCL 207.505(a), (h)(i), and/or (l), and from state transfer tax under MCL 207.526(a), (h)(1), and/or (n).

Drafted by, and when recorded return to: Thomas P. Christy (P55593), Dean & Fulkerson, P.C., 100 West Big Beaver Road, Suite 650, Troy, Michigan 48084, who will cause a copy to be forwarded to the City.

Recording fee: \$30.00.

Lot owner first name	Lot owner last name	Lot address					
Amira	Abdulahad	4486 Clarke	By limited power of attorney granted on:	7/12/2024	As to amendments:	1	2 3
Jessie	Abro	1044 Shallowdale	By limited power of attorney granted on:	7/2/2024	As to amendments:	1	2 3
Jackie	Ahlstrom	4531 Clarke	By limited power of attorney granted on:	5/21/2024	As to amendments:	1	2 3
Mahmood	Ahmed	1142 Robertson	By limited power of attorney granted on:	5/21/2024	As to amendments:	1	2 3
Rafida	Alexander	4517 Clarke	By limited power of attorney granted on:	7/16/2024	As to amendments:	1	2 3
Brandon	Allen	4276 Clarke	By limited power of attorney granted on:	6/20/2024	As to amendments:	1	
Marilyn	Andoniso	4281 Clarke	By limited power of attorney granted on:	6/11/2024	As to amendments:	1	2 3
Gordon M	Armstrong	4408 Reilly	By limited power of attorney granted on:	5/21/2024	As to amendments:	1	2 3
Marrouf	Azar	4249 Willow Creek	By limited power of attorney granted on:	7/1/2024	As to amendments:	1	2 3
Diana	Baraiac	1241 Shallowdale	By limited power of attorney granted on:	5/27/2024	As to amendments:	1	2 3
Bharati	Bhatt	1094 Robertson	By limited power of attorney granted on:	7/2/2024	As to amendments:	1	2 3
Dennis	Bisoni	1197 Lamb	By limited power of attorney granted on:	6/4/2024	As to amendments:	1	2
Yvonne	Blake	1128 Shallowdale	By limited power of attorney granted on:	7/5/2024	As to amendments:	1	2 3
Robert	Boehle	4313 Reilly	By limited power of attorney granted on:	6/6/2024	As to amendments:	1	2 3
Daniel	Boismier	4448 Willow Creek	By limited power of attorney granted on:	5/28/2024	As to amendments:	1	2 3
Sitaram	Bolar	4426 Reilly	By limited power of attorney granted on:	5/21/2024	As to amendments:	1	2 3
Cary	Bolton	1085 Shadow	By limited power of attorney granted on:	7/5/2024	As to amendments:	1	2 3
Dennis	Bonucchi	4350 Reilly	By limited power of attorney granted on:	7/10/2024	As to amendments:	1	2 3
Paul	Borkosh	4314 Willow Creek	By limited power of attorney granted on:	6/30/2024	As to amendments:		2 3
Thomas	Bradke	4416 Reilly	By limited power of attorney granted on:	6/28/2024	As to amendments:	1	2 3
Jim	Breese	4311 Reilly	By limited power of attorney granted on:	5/30/2024	As to amendments:	1	2 3
Nataly	Brikho	1030 Shallowdale	By limited power of attorney granted on:	5/29/2024	As to amendments:	1	2 3
Jennifer	Brown	4449 Harold	By limited power of attorney granted on:	6/6/2024	As to amendments:	1	2 3
James	Callis	4304 Clarke	By limited power of attorney granted on:	7/29/2024	As to amendments:	1	2 3
Patricia	Campbell	4463 Willow Creek	By limited power of attorney granted on:	6/3/2024	As to amendments:	1	2
Rachel	Camper	4263 Clarke	By limited power of attorney granted on:	6/4/2024	As to amendments:	1	2 3
Gemma	Cano (f/k/a Pritchard)	4475 Clarke	By limited power of attorney granted on:	7/8/2024	As to amendments:	1	2 3
Tengyun	Cao	4399 Clarke	By limited power of attorney granted on:	6/24/2024	As to amendments:	1	2 3
Michael	Cermak	4431 Reilly	By limited power of attorney granted on:	6/3/2024	As to amendments:	1	2 3
Robert	Chatman	4544 Reilly	By limited power of attorney granted on:	7/10/2024	As to amendments:	1	2 3
Chin-Jung	Chen	4463 Harold	By limited power of attorney granted on:	6/10/2024	As to amendments:	1	2 3
Irene and Tom	Christy	4462 Willow Creek	By limited power of attorney granted on:	6/2/2024	As to amendments:	1	2 3
Heather	Ciurla	1172 Robertson	By limited power of attorney granted on:	5/23/2024	As to amendments:	1	2 3
Margaret	Clark	4358 Willow Creek	By limited power of attorney granted on:	6/19/2024	As to amendments:	1	2
Heidi	Clemente	4449 Willow Creek	By limited power of attorney granted on:	5/29/2024	As to amendments:	1	2 3
Dennis	Clements	4377 Clarke	By limited power of attorney granted on:	6/7/2024	As to amendments:	1	2 3
Freda	Cochran	4400 Reilly	By limited power of attorney granted on:	6/4/2024	As to amendments:	1	2 3
Linda	Colombo	4421 Reilly Court	By limited power of attorney granted on:	5/22/2024	As to amendments:	1	2 3
Carolin	Connelly	4346 Clarke	By limited power of attorney granted on:	5/21/2024	As to amendments:	1	2 3
Catherine	D'Annunzio	4423 Reilly Court	By limited power of attorney granted on:	6/5/2024	As to amendments:	1	2 3
Alan	de la Vega	1171 Shadow	By limited power of attorney granted on:	6/30/2024	As to amendments:	1	2 3
Michael	DePetris	4407 Clarke	By limited power of attorney granted on:	6/1/2024	As to amendments:	1	2 3
Donna	Donohue	4486 Willow Creek	By limited power of attorney granted on:	6/4/2024	As to amendments:	1	2 3
Natalie	Essak	1185 Shadow	By limited power of attorney granted on:	7/8/2024	As to amendments:	1	2 3
Marlo	Esser	1195 Shallowdale	By limited power of attorney granted on:	6/7/2024	As to amendments:	1	2 3
Dana	Evert	1213 Shallowdale	By limited power of attorney granted on:	5/21/2024	As to amendments:	1	2 3
Alexander	Fike	1255 Shallowdale	By limited power of attorney granted on:	7/1/2024	As to amendments:	1	2 3
Kathleen	Fontana	4429 Eleanor	By limited power of attorney granted on:	7/7/2024	As to amendments:	1	2 3
Alison	Fuller	1157 Shallowdale	By limited power of attorney granted on:	6/11/2024	As to amendments:	1	2 3
Paul	Galea	4412 Reilly	By limited power of attorney granted on:	6/23/2024	As to amendments:	1	2
James	Gallagher	4433 Clarke	By limited power of attorney granted on:	6/7/2024	As to amendments:	1	2 3
Ramesh	Gautam	4425 Clarke	By limited power of attorney granted on:	6/7/2024	As to amendments:	1	2 3
Mark	Geary	4453 Willow Creek	By limited power of attorney granted on:	6/26/2024	As to amendments:	1	2 3
Lloyd & Joan	Geering	4451 Reilly	By limited power of attorney granted on:	7/10/2024	As to amendments:	1	2 3
Robert	Gillette	1157 Shadow	By limited power of attorney granted on:	7/2/2024	As to amendments:	1	2 3
Gopalakrishna	Govindaraja Iyengar	4447 Clarke	By limited power of attorney granted on:	6/12/2024	As to amendments:	1	2 3
Derek	Greaves	4448 Harold	By limited power of attorney granted on:	5/21/2024	As to amendments:	1	2
Ed	Green	4481 Harold	By limited power of attorney granted on:	6/10/2024	As to amendments:	1	2
Karen	Guilbert	4335 Clarke	By limited power of attorney granted on:	6/11/2024	As to amendments:	1	2 3
Steve	Gunn	4411 Reilly Court	By limited power of attorney granted on:	5/21/2024	As to amendments:	1	2 3
Lina	Haddad	4378 Reilly	By limited power of attorney granted on:	7/23/2024	As to amendments:	1	2 3
Kelly & Roger	Hahn	4420 Reilly	By limited power of attorney granted on:	6/19/2024	As to amendments:	1	2 3
Kenneth	Hammond	4415 Reilly Court	By limited power of attorney granted on:	6/26/2024	As to amendments:	1	2 3
Marwan	Hani	1126 Robertson	By limited power of attorney granted on:	6/8/2024	As to amendments:	1	
Jonathan	Harris	1170 Shallowdale	By limited power of attorney granted on:	5/21/2024	As to amendments:	1	2 3
Christopher	Harvey	1057 Shallowdale	By limited power of attorney granted on:	6/13/2024	As to amendments:	1	2 3
Richard	Hazen	1142 Shallowdale	By limited power of attorney granted on:	7/26/2024	As to amendments:	1	2 3
Siddhu	Hebballi	4537 Harold	By limited power of attorney granted on:	6/7/2024	As to amendments:	1	2
Lauren	Henderson	4530 Reilly	By limited power of attorney granted on:	7/6/2024	As to amendments:	1	2 3
Constance	Hietikko	4447 Reilly	By limited power of attorney granted on:	7/14/2024	As to amendments:	1	2 3
Hong (Rose)	Hinks	4444 Clarke	By limited power of attorney granted on:	6/9/2024	As to amendments:	1	2 3
Gina	Hopkins	4332 Clarke	By limited power of attorney granted on:	7/9/2024	As to amendments:	1	2 3
Wendy	Hughes	4495 Harold	By limited power of attorney granted on:	5/27/2024	As to amendments:	1	2 3
Tom	Hutt	1181 Shallowdale	By limited power of attorney granted on:	7/17/2024	As to amendments:	1	2 3
Marcelle	Isaac	4323 Reilly	By limited power of attorney granted on:	7/27/2024	As to amendments:	1	2 3
Justin	Ishola	4295 Clarke	By limited power of attorney granted on:	5/27/2024	As to amendments:	1	2 3
Fatima	Javed	1197 Shadow	By limited power of attorney granted on:	7/7/2024	As to amendments:	1	2 3
Daniel & Elizabeth	Jenuwine	4392 Reilly	By limited power of attorney granted on:	5/25/2024	As to amendments:		2 3
Elizabeth	Jenuwine	4349 Clarke	By limited power of attorney granted on:	5/22/2024	As to amendments:		2 3

Ayad	Jerjs	4360 Clarke	By limited power of attorney granted on:	6/24/2024	As to amendments:	1	2	3
Junghoon	Jo	4437 Harold	By limited power of attorney granted on:	6/7/2024	As to amendments:	1	2	3
John	Kaniarz	4416 Clarke	By limited power of attorney granted on:	6/5/2024	As to amendments:	1	2	3
Saravanan	Kasi	4488 Reilly	By limited power of attorney granted on:	7/10/2024	As to amendments:	1	2	3
Hariharan	Katchaiappan	4503 Clarke	By limited power of attorney granted on:	6/7/2024	As to amendments:	1	2	3
Chris	Keeney	4318 Clarke	By limited power of attorney granted on:	6/19/2024	As to amendments:	1	2	
John	Kennedy	4374 Clarke	By limited power of attorney granted on:	7/9/2024	As to amendments:	1		
Andrew	Kinsley	4407 Reilly	By limited power of attorney granted on:	7/10/2024	As to amendments:	1	2	3
Marlene	Kirkwood	4336 Willow Creek	By limited power of attorney granted on:	6/20/2024	As to amendments:	1	2	3
William	Knaus	4364 Reilly	By limited power of attorney granted on:	6/8/2024	As to amendments:	1		3
William	Kole	4403 Willow Creek	By limited power of attorney granted on:	5/22/2024	As to amendments:	1	2	3
Mary Ellen	Kreshover	4434 Harold	By limited power of attorney granted on:	6/13/2024	As to amendments:	1	2	3
James	Kubasinski	4294 Willow Creek	By limited power of attorney granted on:	7/16/2024	As to amendments:	1	2	3
Dinesh Reddy	Kypa	4359 Willow Creek	By limited power of attorney granted on:	7/14/2024	As to amendments:	1	2	
John / Debbie	LaVara	4542 Clarke	By limited power of attorney granted on:	6/24/2024	As to amendments:	1	2	3
Sungchul	Lee	4419 Clarke	By limited power of attorney granted on:	6/19/2024	As to amendments:	1	2	
Jennifer	Lee	4388 Clarke	By limited power of attorney granted on:	6/19/2024	As to amendments:	1	2	3
Mark	Lenz	1099 Shadow	By limited power of attorney granted on:	7/2/2024	As to amendments:	1	2	3
Tammy	Leonard	1114 Shallowdale	By limited power of attorney granted on:	6/30/2024	As to amendments:	1		
Cathleen	Lipple	4351 Reilly	By limited power of attorney granted on:	5/21/2024	As to amendments:	1	2	3
Dimitri	Liska	4250 Willow Creek	By limited power of attorney granted on:	6/3/2024	As to amendments:	1	2	3
Joe	Malkowski	4516 Reilly	By limited power of attorney granted on:	5/21/2024	As to amendments:	1	2	3
Rosina	Mancini	4425 Reilly Court	By limited power of attorney granted on:	7/11/2024	As to amendments:	1	2	3
Linda	Marx	1186 Robertson	By limited power of attorney granted on:	5/21/2024	As to amendments:	1	2	3
James	McCauley	4435 Harold	On his own behalf		As to amendments:	1	2	3
Zhen Huang-mei (Jimmy)	Mei	1184 Shallowdale	By limited power of attorney granted on:	6/12/2024	As to amendments:	1	2	3
Lynn	Meng	4379 Reilly	By limited power of attorney granted on:	6/7/2024	As to amendments:	1	2	3
Sakib	Miah	1016 Shallowdale	By limited power of attorney granted on:	5/23/2024	As to amendments:	1	2	3
Diane	Miller	4457 Eleanor	By limited power of attorney granted on:	5/21/2024	As to amendments:	1	2	3
Lindsey	Miller	4437 Willow Creek	By limited power of attorney granted on:	6/7/2024	As to amendments:	1	2	3
John	Moran	1110 Robertson	By limited power of attorney granted on:	6/5/2024	As to amendments:	1	2	3
Karen	Mrozek	1183 Lamb	By limited power of attorney granted on:	5/30/2024	As to amendments:	1	2	
Ken	Muenk	1092 Shadow	By limited power of attorney granted on:	6/7/2024	As to amendments:	1	2	
Ravi	Muniswamy	4415 Clarke	By limited power of attorney granted on:	5/22/2024	As to amendments:	1	2	3
Mario	Murado	4290 Clarke	By limited power of attorney granted on:	7/8/2024	As to amendments:	1	2	3
Lynn	Murphy	4322 Reilly	By limited power of attorney granted on:	7/10/2024	As to amendments:	1	2	3
Isao	Nagata	4434 Reilly	By limited power of attorney granted on:	6/30/2024	As to amendments:	1	2	3
George	Nassif	4472 Clarke	By limited power of attorney granted on:	6/26/2024	As to amendments:	1	2	3
Tony	Nguyen	4433 Willow Creek	By limited power of attorney granted on:	5/21/2024	As to amendments:	1	2	3
Mark	Nimtz	1127 Shadow	By limited power of attorney granted on:	7/1/2024	As to amendments:	1	2	3
Peggy	Oblizajek	4545 Clarke	By limited power of attorney granted on:	5/21/2024	As to amendments:	1	2	3
Kaj	Ostergaard	4570 Clarke	By limited power of attorney granted on:	5/25/2024	As to amendments:	1	2	3
Ekanem	Oyovbaire	1169 Shallowdale	By limited power of attorney granted on:	7/2/2024	As to amendments:	1		
Richard	Pallas	4419 Reilly Court	By limited power of attorney granted on:	5/25/2024	As to amendments:	1	2	3
Gloria	Pasek	4403 Reilly	By limited power of attorney granted on:	6/13/2024	As to amendments:	1	2	3
Ratna	Pasupulati	1113 Shadow	By limited power of attorney granted on:	7/5/2024	As to amendments:	1	2	3
Alan	Perse	4458 Clarke	By limited power of attorney granted on:	6/7/2024	As to amendments:	1	2	3
Barbara	Pike	4272 Willow Creek	By limited power of attorney granted on:	5/30/2024	As to amendments:	1	2	3
David	Purchiaroni	4471 Willow Creek	By limited power of attorney granted on:	5/22/2024	As to amendments:	1	2	3
Kathy	Puscas	1199 Shallowdale	By limited power of attorney granted on:	5/27/2024	As to amendments:	1	2	3
Mingchun	Qiu	4489 Clarke	By limited power of attorney granted on:	5/21/2024	As to amendments:	1	2	3
Tim	Reimer	4500 Clarke	By limited power of attorney granted on:	6/19/2024	As to amendments:	1	2	3
Steven	Richman	4393 Reilly	By limited power of attorney granted on:	7/14/2024	As to amendments:	1	2	
Richard	Rizzio	4462 Harold	By limited power of attorney granted on:	5/21/2024	As to amendments:	1	2	3
Donna and Steven	Robertson	4391 Clarke	By limited power of attorney granted on:	5/22/2024	As to amendments:	1	2	3
Michael	Rumel	4436 Willow Creek	By limited power of attorney granted on:	6/11/2024	As to amendments:	1	2	3
Omar	Saed	4502 Reilly	By limited power of attorney granted on:	7/12/2024	As to amendments:	1	2	3
Amy	Sagmani	4315 Willow Creek	By limited power of attorney granted on:	6/19/2024	As to amendments:	1	2	
Sara	Schaule	4448 Reilly	By limited power of attorney granted on:	5/21/2024	As to amendments:	1	2	3
Gary	Schultz	1198 Shallowdale	By limited power of attorney granted on:	7/1/2024	As to amendments:	1	2	3
Frank	See	4430 Reilly	By limited power of attorney granted on:	7/16/2024	As to amendments:	1	2	3
Ajay	Sharma	4337 Willow Creek	By limited power of attorney granted on:	6/3/2024	As to amendments:	1	2	
Alok	Singh	4405 Eleanor	By limited power of attorney granted on:	5/21/2024	As to amendments:	1	2	3
Ann	Sliney	4427 Reilly	By limited power of attorney granted on:	6/26/2024	As to amendments:	1	2	3
Suzan	Smith	1101 Shallowdale	By limited power of attorney granted on:	6/11/2024	As to amendments:	1	2	
Utsav	Somani	4365 Reilly	By limited power of attorney granted on:	6/19/2024	As to amendments:	1	2	3
Kwon	Song	4471 Reilly	By limited power of attorney granted on:	5/21/2024	As to amendments:	1	2	3
Marilyn	St. Pierre	1115 Shallowdale	By limited power of attorney granted on:	7/7/2024	As to amendments:	1	2	3
Sharon	Stephens	4417 Reilly Court	By limited power of attorney granted on:	5/22/2024	As to amendments:	1	2	3
Swaminathan	Sukanya	1143 Shallowdale	By limited power of attorney granted on:	6/3/2024	As to amendments:	1	2	
Patricia	Sunne	4461 Reilly	By limited power of attorney granted on:	7/10/2024	As to amendments:	1	2	3
Andrea	Swales	4380 Willow Creek	By limited power of attorney granted on:	6/8/2024	As to amendments:	1	2	3
Karima	Tadros	4402 Willow Creek	By limited power of attorney granted on:	7/1/2024	As to amendments:	1	2	3
Christine	Tallman	4470 Harold	By limited power of attorney granted on:	5/21/2024	As to amendments:	1	2	3
Haylie	Tate	4528 Clarke	By limited power of attorney granted on:	6/9/2024	As to amendments:	1	2	3
Gary	Thack	4336 Reilly	By limited power of attorney granted on:	6/26/2024	As to amendments:	1	2	3
Santhosh	Thirunavukkarasu	4435 Reilly	By limited power of attorney granted on:	5/21/2024	As to amendments:	1	2	3
Vicky	Thomas	1071 Shallowdale	By limited power of attorney granted on:	6/3/2024	As to amendments:	1	2	3
Chieh-Sheng	Tien	4337 Reilly	By limited power of attorney granted on:	7/10/2024	As to amendments:	1	2	3
Scott	Traynor	4402 Clarke	By limited power of attorney granted on:	6/1/2024	As to amendments:	1	2	3

Victor	Trevino	4509 Harold	By limited power of attorney granted on: 6/20/2024	As to amendments:	1	2	3
Jon	Tucker	4556 Clarke	By limited power of attorney granted on: 6/21/2024	As to amendments:	1	2	3
Victor	Turashoff	1225 Shallowdale	By limited power of attorney granted on: 7/15/2024	As to amendments:	1	2	3
Henry	Uban	1100 Shallowdale	By limited power of attorney granted on: 7/1/2024	As to amendments:	1	2	3
Abhijeet	Valdya	4413 Reilly Court	By limited power of attorney granted on: 7/12/2024	As to amendments:	1	2	3
Joan	Van Kampen	4436 Harold	By limited power of attorney granted on: 6/23/2024	As to amendments:	1	2	3
Jordan	van Rassel	4432 Willow Creek	By limited power of attorney granted on: 6/19/2024	As to amendments:	1	2	3
Brad	VandeWerken	4452 Harold	By limited power of attorney granted on: 6/3/2024	As to amendments:	1	2	3
Erjola	Veleshnja	4384 Reilly	By limited power of attorney granted on: 7/12/2024	As to amendments:	1	2	3
Anne	Vrazo	4321 Clarke	By limited power of attorney granted on: 6/19/2024	As to amendments:	1	2	3
Mohammad	Wani	1095 Shallowdale	By limited power of attorney granted on: 5/21/2024	As to amendments:	1	2	3
Gregory	Wemette	4399 Reilly	By limited power of attorney granted on: 6/10/2024	As to amendments:	1	2	3
Susan	West	4487 Reilly	By limited power of attorney granted on: 6/21/2024	As to amendments:	1		
Mary Carmel Frances	Westlake	4363 Clarke	By limited power of attorney granted on: 7/8/2024	As to amendments:	1	2	3
Dolores	Wisk	4319 Reilly	By limited power of attorney granted on: 6/26/2024	As to amendments:	1	2	3
Michael	Withee	1143 Shadow	By limited power of attorney granted on: 6/11/2024	As to amendments:	1	2	3
Dawei	Yang	5414 Clarke	By limited power of attorney granted on: 7/12/2024	As to amendments:	1	2	3
Dongxiao	Zhu	1086 Shallowdale	By limited power of attorney granted on: 7/8/2024	As to amendments:	1	2	3
					170	165	154
					86.3%	83.8%	78.2%

THIS AGREEMENT is made this 6TH day of MARCH, 1974, by and between the CITY OF TROY, Oakland County, Michigan, 500 West Big Beaver Road, herein called the "City" and REL DEVELOPMENT CO., a Michigan Co-Partnership, of 4065 Rochester Road, Troy, Michigan 48064, herein called the "Developer."

WITNESSETH:

WHEREAS, the Developer is the owner of land as is set forth in Exhibit "A" hereto attached and made a part hereof.

WHEREAS, Section 35.20.00, Subdivision Open Space Plan, of the Troy Zoning Ordinance provides an optional method for the development of a subdivision with areas to be set aside for the benefit of lot owners therein while maintaining the maximum density requirements of the Zoning Ordinance, and

WHEREAS, the Developer wishes to develop the hereinabove described property under the provisions of said Section 35.20.00, such property to be subdivided and known as SHALLOWBROOK SUBDIVISION; and

WHEREAS, the Developer applied for approval under Section 35.20.00, for said SHALLOWBROOK SUBDIVISION at the time of the submission of the proposed plat and tentative approval has been granted by the City Council of the City of Troy as to the tentative plat and general plan of development; and

WHEREAS, the Developer wishes at this time to obtain final approval of the preliminary plat of SHALLOWBROOK SUBDIVISION; and

WHEREAS, it is now desirable that the Developer and the City enter into a binding contract relative to the details of development of said Subdivision and maintenance of the Open Space Area.

NOW, THEREFORE, in consideration of the final approval of the City Council of the preliminary plat of SHALLOWBROOK SUBDIVISION and of the mutual promises contained herein, the parties hereto agree as follows:

1. The Developer hereby dedicates and conveys to each of the lot owners of Lots 1 through 197, both inclusive, of SHALLOWBROOK SUBDIVISION, a right and easement of enjoyment in and to the area shown and designated upon the preliminary plat of SHALLOWBROOK SUBDIVISION as follows: SHALLOWBROOK PARK, 4.16 acres (Private Park) SHALLOWBROOK SUBDIVISION, hereinafter referred to as "Open Space Area" and hereby covenants for itself, its heirs and assigns that it will convey fee simple title to the Open Space Area to the Subdivision Association hereinafter described, free and clear of all encumbrances and liens, prior to the conveyance of the first lot in SHALLOWBROOK SUBDIVISION, at which time any and all responsibility and liability with respect to the property conveyed, including by way of illustration and not limitation, payment of taxes, assessments, and maintenance, shall cease and terminate as to the Developer and shall pass to and rest upon and be assumed by the Grantee Association and its members in accordance with the membership obligations as herein elsewhere set forth and in the Association's By-Laws, rules and regulations provided therefor.

2. Developer agrees to display an acknowledgement of this agreement, containing the Association's duties and responsibilities, with the Liber and Pages on which it was recorded in some conspicuous location in the place where said lots are being sold.

3. Developer agrees to supply each lot owner with a copy of this agreement and a schematic of the development plans for the Open Space Area (a copy of which is attached hereto and made a part hereof) at the time of entering into a purchase agreement.

*Rel dev. Co
4065 Rochester Rd
Troy, Mich 48064*

RECORDED
INDEXED
MAY 15 1974
CLERK OF RECORDS
MICHIGAN DEPARTMENT OF TREASURY

*12/10/74
LRC*

4. Title to the Open Space Area shall be vested in the Association hereinafter described as Trustee for the benefit of the lot owners and subject to the right and easement of enjoyment in and to such Open Space Area by the lot owners. Such easement shall not be personal, but shall be considered to be appurtenant to said lots, which easement shall pass with the title to said lots whether specifically set forth in deeds to the lots or not.

5. Control and jurisdiction over the Open Space Area shall be vested in the Association of said lot owners to be known as the SHALLOWBROOK SUBDIVISION HOMEOWNERS ASSOCIATION and referred to herein as the "Association."

6. Such Association shall be organized as a non-profit corporation for a perpetual term under the laws of the State of Michigan. Such Association shall be incorporated by the Developer prior to the sale of any of the lots in SHALLOWBROOK SUBDIVISION but in any event within ninety (90) days following the recording of the final plat of SHALLOWBROOK SUBDIVISION.

7. Membership in the Association shall be mandatory for each lot owner and any successive owner of residential lots in SHALLOWBROOK SUBDIVISION.

(a) For the purposes of this agreement, a lot owner shall be defined as the owner of record as of January 1st of each year. A lot owner-occupant shall be defined as a lot owner who has also established a place of residence on a subject lot.

8. The Association shall be responsible for the proper maintenance of the Open Space Area and for compliance with this Agreement.

9. The By-Laws of the Association shall provide for a Board of Directors of not less than five (5) members, nor more than fifteen (15) members. Such Board of Directors may be appointed by the Developer until such time that not more than forty percent (40%) of the residential lots in said SHALLOWBROOK SUBDIVISION shall have been sold by the Developer. Thereafter the Board of Directors shall be elected by the lot owners.

10. The Association shall have the authority to establish rules, regulations, and policies for the betterment of the Association, including the authority to make and enforce regulations pertaining to the use and maintenance of the Open Space Area, which shall be binding upon the lot owners.

(a) Dues of the Association shall be no less than One Dollar (\$1.00) per year and no more than Five Dollars (\$5.00) per year for a lot owner; and no less than Ten Dollars (\$10.00) per year and no more than Twenty-Five Dollars (\$25.00) per year for a lot owner-occupant.

(b) Dues of the Association shall be collected prior to March 1, from all lot owners and lot owner-occupants of record as of January 1 of each year.

11. All residents of SHALLOWBROOK SUBDIVISION and guests accompanying said residents shall have equal access to the Open Space Area.

12. The Developer hereby consents that taxes assessed against the Open Space Area may be prorated among the lot owners and billed as a part of the taxes assessed to the individual lots.

13. In the event that the Association shall at any time fail to maintain the Open Space Area in reasonable order and condition, the City may serve written notice upon the Association or upon said lot owners setting forth the manner in which the Association has failed to maintain the Open Space Area in reasonable condition and said notice shall include a demand that deficiencies of maintenance be cured within ten (10) days thereof.

14. If the deficiencies set forth in the notice or in the modifications thereof shall not be cured within ten (10) days or any extension thereof, the City, in order to preserve the taxable values of the properties within SHALLOW-BROOK SUBDIVISION and to prevent the Open Space Area from becoming a public nuisance, may enter upon said Open Space Area and maintain the same until the Association is able to do so. Said maintenance by the City shall not constitute a taking of the Open Space Area nor vest in the public any right to use the same.

15. When it is determined that the Association is ready to maintain the Open Space Area in reasonable condition, the City shall cease to maintain the same.

16. The cost of such maintenance by the City shall be charged to the Association, and if not paid, shall be assessed equally against all properties within SHALLOWBROOK SUBDIVISION and shall become a lien on said properties.

17. The City at the time of entering upon said Open Space Area for the purpose of maintenance shall notify the Association of said act by registered letter.

18. Notwithstanding any other provision of this Agreement, the Developer reserves the right to grant easements within the Open Space Area for the installation, repair and maintenance of water mains, sewers, drainage courses and other public utilities, subject to the approval of the City, provided that such utilities shall be installed in such manner as to minimize damage to the natural features of the Open Space Area.

19. The Developer will submit to the City a certain declaration of restrictions which will be subject to approval by the City and which will be recorded and will constitute restrictions running with the land and applicable to said SHALLOW-BROOK SUBDIVISION.

20. The parties hereto make this Agreement on behalf of themselves, their heirs, successors and assigns and hereby warrant that they have the authority and capacity to make this contract.

21. These covenants are to run with the land and shall be binding on the parties hereto, their heirs, devisees, representatives, until the City and seventy-five percent (75%) of the owners of said lots in this Subdivision by an instrument in writing recorded in the Office of the Register of Deeds for Oakland County, Michigan, agree to cancel, alter, amend, or modify this Agreement.

22. Invalidation of any one or more of these covenants by judgment, decree or order of any court shall in no wise affect any of the other provisions which shall remain in full force and effect.

23. In the event of the violation or attempted violation of any of the covenants herein, it shall be lawful for any person or persons owing any interest in said land to prosecute any proceeding at law or in equity against the person or persons so violating or attempting to violate such covenant and either prevent or enjoin such violation or recover damages therefor. City retains the right, but not the obligation, to enforce these covenants.

24. The Developer agrees that at such time as any two lots, or more, are sold to a builder, the Developer will obtain from such builder an acknowledgment that the latter will comply with the provisions of Paragraphs 2 and 3 of this Agreement. A notarized copy of said acknowledgment shall be submitted to the City.

IN WITNESS WHEREOF, the respective parties have hereunto affixed their hands and seals the day and year first above written.

Witnesseth:

CITY OF TROY, a Michigan Municipal Corporation

Irma Bailey
IRMA BAILEY

By Julio R. Famularo
Julio R. Famularo, Mayor

Frances H Teasdale
FRANCES H TEASDALE

By Kenneth L. Courtney
Kenneth L. Courtney, Clerk

Donna M Pinneo
DONNA M PINNEO

REL DEVELOPMENT CO., a Michigan Co-Partnership

Luella Loisel
LUELLEN LOISEL

By Great Lakes
ATTORNEY IN FACT

EXHIBIT "A"
SHALLOWBROOK SUBDIVISION

A part of the West 1/2 of Section 14, T 2 N, R 11 E, City of Troy, Oakland County, Michigan, and containing Lots 1 through 197 and 68.22 acres in part being a replat of a portion of Lots 9 through 13 in "Square Acres Sub." as recorded in Liber 14, Page 49, Oakland County, Michigan Records, and in part being a replat of a portion of Lots 37 through 39 and all of Lots 40 through 43 in "Square Acres Sub. No. 1" as recorded in Liber 44, Page 48, Oakland County, Michigan Records, more particularly described as: Beginning at a point on the West line of said Section 14, being N 00° 36' 20" W, 219.59 feet along said West line from the West 1/4 corner of said Section 14; thence continuing along said West line N 00° 36' 20" W, 172.41 feet; thence S 89° 47' 15" E, 255.00 feet; thence along a curve to the left 70.26 feet, said curve having a radius of 450.00 feet, central angle of 08° 56' 47" and long chord bearing N 85° 44' 22" E, 70.19 feet; thence N 00° 36' 20" W, 265.45 feet to a point on the Southerly line of "Rochester Road Farms Sub." as recorded in Liber 60, Page 22, Oakland County, Michigan Records; thence S 89° 42' 41" E, 1661.48 feet along the southerly line of said "Rochester Road Farms Sub."; thence S 00° 39' 31" E, 661.06 feet; thence S 89° 46' 36" E, 637.11 feet to a point on the westerly right-of-way line of Eleanor Avenue; thence S 00° 18' 48" E, 710.83 feet along said westerly right-of-way line; thence N 89° 52' 42" W, 165.00 feet; thence S 00° 18' 48" E, 152.00 feet; thence N 89° 52' 42" W, 214.34 feet; thence S 00° 35' 30" E, 7.81 feet; thence N 89° 52' 42" W, 524.22 feet; thence N 00° 35' 30" W, 12.00 feet; thence N 80° 16' 15" W, 227.67 feet; thence S 00° 35' 30" E, 82.19 feet; thence N 89° 52' 42" W, 170.00 feet; thence S 00° 35' 30" E, 250.00 feet to a point on the northerly right-of-way line of Lamb Road; thence N 89° 52' 42" W, 453.22 feet along said northerly right-of-way line; thence N 00° 35' 30" W, 282.00 feet; thence N 89° 52' 42" W, 125.00 feet; thence N 00° 35' 30" W, 300.19 feet; thence N 89° 52' 42" W, 68.32 feet; thence N 00° 36' 30" W, 120.00 feet; thence N 89° 52' 42" W, 115.68 feet; thence N 00° 36' 58" W, 454.49 feet; thence N 89° 47' 15" W, 235.00 feet; thence N 00° 35' 59" W, 219.51 feet; thence N 89° 47' 15" W, 375.00 feet to the point of beginning.

L 6398 P 109

SHALLOWBROOK PARK DESCRIPTION

A part of the West 1/2 of Section 14, T 2 N, R 11 E, City of Troy, Oakland County, Michigan, and containing 4.16 acres in part being a replat of a portion of Lots 41 and 42 in "Square Acres Sub. No. 1" as recorded in Liber 44, Page 48, Oakland County, Michigan Records, more particularly described as: Beginning at a point being N 00° 36' 20" W, 392.00 feet along the West line of said Section 14, and S 89° 47' 15" E, 255.00 feet, and along a curve to the left 70.26 feet, said curve having a radius of 450.00 feet, central angle of 08° 56' 47" and long chord bearing N 85° 44' 22" E, 70.19 feet, and N 00° 36' 20" W, 265.45 feet to a point on the southerly line of "Rochester Road Farms Sub." as recorded in Liber 60, Page 22, Oakland County, Michigan Records, and S 89° 42' 41" E, 1661.48 feet along the southerly line of said "Rochester Road Farms Sub." and S 00° 39' 31" E, 661.06 feet to a point on the E-W 1/4 line of said Section 14, and also being the northerly line of Lot 41 of said "Square Acres Sub. No. 1," from the West 1/4 corner of said Section 14; thence S 89° 46' 36" E, 442.10 feet along said E-W 1/4 line and said northerly line of Lot 41; thence S 00° 18' 48" E, 269.97 feet; thence N 89° 52' 42" W, 104.99 feet; thence S 00° 07' 18" W, 120.00 feet; thence N 89° 52' 42" W, 20.00 feet; thence N 00° 07' 18" E, 120.00 feet; thence N 89° 52' 42" W, 397.54 feet; thence along a curve to the right 220.32 feet, said curve having a radius of 140.00 feet, central angle of 90° 10' 01" and long chord bearing N 44° 47' 42" W, 198.28 feet; thence N 00° 17' 19" E, 125.59 feet; thence N 89° 42' 41" W, 120.00 feet; thence N 00° 17' 19" E, 20.00 feet; thence S 89° 42' 41" E, 120.00 feet; thence S 85° 52' 34" E, 218.49 feet to the point of beginning. Subject to an easement for Southeastern Michigan Gas Company over the northerly 35 to 40 feet of the above described parcel.