

Shallowbrook Subdivision

Homeowner's Association (SSHA)

Manual

Dear Subdivision Neighbor,

As a resident in Shallowbrook Subdivision, you are one of 197 members of our Homeowner's Association dedicated to promote and preserve the general welfare of our neighborhood, with the rights and responsibilities defined in the documents governing our Subdivision. These documents are attached and they are:

- **Articles of Association and By-Laws of the Shallowbrook Subdivision Homeowner's Association (SSHA)**, Dated 1975, Restated 12/3/24
- **Restrictive Covenant Agreement**, Dated 2/10/76, Amended 11/20/24
- **Subdivision Open Space Agreement**, Dated 3/6/74, Amended 11/20/24

The Homeowner's Association helps maintain "an amiable community atmosphere in which cordial, friendly relationships may be established among the Association's members" (Ref: By-laws Article II, Section 2a). Apart from being a board member, you can participate with other activities we hold during the year. Your participation and ideas are welcome!

Feel free to contact the Homeowner's Association Board if you have any questions or comments.

Shallowbrook Subdivision Homeowners Association

P.O. Box 746
Troy MI 48099

Email: shallowbrooktroy@gmail.com

Note on HOA Documents:

The attached copy of the bylaws is official. The original 1970s copies of the Restrictive Covenant Agreement and Subdivision Open Space Agreement were of poor quality. For ease of reading, the current versions have been retyped; furthermore, they include the 2024 Amendments to the Agreements directly in the text. While every effort has been made to proofread these documents, we cannot guarantee that they are free of typographical errors. Please note that there may be formatting changes intended to make the documents more user-friendly within the Homeowners Association Manual. The original versions of the documents are still available for inspection upon request and are also recorded in the Oakland County Register of Deeds as follows:

Restrictive Covenant Agreement: Original liber 6689, page 882; 2024 amendment liber 59822, page 565
Subdivision Open Space Agreement: Original liber 6398, page 104; 2024 amendments 59822, page 553

Articles of Association and Bylaws Table of Contents

Article I . . . (p. 1) Name, Organization, Place of Business, Territory

- Section 1 Name
- Section 2 Organization
- Section 3 Resident Agent, Place of Business
- Section 4 Territory

Article II . . . (pp. 1-2) Purposes

- Section 1 Purposes
- Section 2 Pre-Existing Agreements
- Section 3 Environment

Article III . . . (pp. 2-3) Membership

- Section 1 Qualifications for Membership
- Section 2 Classes of Membership
- Section 3 Membership Unit
- Section 4 Good Standing
- Section 5 Rights

Article IV . . . (pp. 3-5) Meetings

- Section 1 Annual
- Section 2 Special Meetings
- Section 3 Time and Location of Meetings
- Section 4 Notice
- Section 5 Quorum
- Section 6 Voting
- Section 7 Order of Business
- Section 8 Parliamentary Authority
- Section 9 Attendance

Article V . . . (p.5) District Representation

- Section 1 Number of Districts

Article VI . . . (pp. 5-7) Board of Directors and Officers

- Section 1 Board of Directors
- Section 2 Directors and Officers
- Section 3 Nominations

Table of Contents (continue)

Section 4 Elections

Section 5 Terms of Office

Section 6 Indemnification

Section 7 Removal

Section 8 Vacancy

Section 9 Quorum

Article VII . . . (pp. 7-8) Board of Directors and Officers - Powers and Duties

Section 1 Board of Directors

Section 2 Compensation

Section 3 The President

Section 4 Vice President

Section 5 Secretary

Section 6 Treasurer

Article VIII . . . (p. 8) Committees

Section 1 Appointment and Membership

Section 2 Organization

Section 3 Reports

Section 4 Removal

Article IX . . . (pp. 9-10) Budget and Annual Dues

Section 1 Budget

Section 2 Annual Dues and Assessments

Section 3 Fiscal Year

Section 4 Billing and Payment of Annual Dues and/or Assessments

Section 5 No Exemptions

Section 6 Delinquency

Section 7 Collection

Section 8 Expenses

Article X . . . (p. 10) Books and Records

Section 1 Requirements

Section 2 Inspection

Article XI . . . (P. 11) Amendment of By-Laws

Section 1 Association

RESTATED ARTICLES OF ASSOCIATION AND BY-LAWS OF THE SHALLOWBROOK SUBDIVISION HOMEOWNER'S ASSOCIATION

ARTICLE I - Name, Organization, Place of Business, Territory

Section 1 - Name

The name of this Association shall be "Shallowbrook Subdivision Homeowner's Association" (here in after referred to as "Association").

Section 2 - Organization

The Association shall be organized as a nonprofit corporation for a perpetual term under the laws of the State of Michigan.

Section 3 - Resident Agent, Place of Business

The Associations Secretary shall be the Association's Resident Agent. The Association's principal office or place of business shall be the residence address of the Association's Secretary.

Section 4 - Territory

The Association's territory shall be the area known as "Shallowbrook Subdivision" (being part of the West 1/2 of Section. 14, Town 2 North, Range 11 East), City of Troy, Oakland County, Michigan, as recorded in Liber 144 of Plats, Pages 20 to 22, Oakland County records hereinafter called the "Subdivision".

Article II – Purposes The purpose or purposes for which this Association is organized are as follows:

Section 1 - Pre-existing Agreements

A. To exercise all of the powers and privileges and to perform all of the duties and obligations as are or may be set forth in the certain documents referred to as:

1. "Subdivision Open Space Agreement"
2. Non-Profit Articles of Incorporation of Shallowbrook Subdivision Homeowner's Association.
3. Shallowbrook Subdivision "Agreement - Easement- Restrictions" between the Subdivision and The Detroit Edison Company, Michigan Bell Telephone Company, their affiliates and legal successors, or any other utility company. (Amended 2024)

Section 2 - General Welfare and Interests To promote and protect the Association's general welfare and interests including:

- A. the establishment of an amiable community atmosphere in which cordial, friendly relationships may be established among the Association's members;
- B. the development, promulgation and enforcement of rules, regulations and for policies for the Association's betterment;

- C. the implementation of necessary and appropriate action on all items involving the Association's general welfare and interests; and
- D. the enforcement of the Subdivision's Restrictive Covenant Agreement, in particular;
- E. to seek enforcement of building, use, zoning and other restriction which are applicable to the Association and/or the Subdivision or which are applicable to areas adjacent to the Subdivision.

- Section 3 – Environment** To develop and maintain a sage and attractive environment including:
- A. the development and maintenance of Shallowbrook subdivision Park (a private park containing 4.16 acres pursuant to the provisions of the Open Space Agreement recorded at Liber 6398, pages 164-169 and 110 Oakland Count Records).
 - B. the development, promulgation and enforcement of rules, regulations and/or policies governing the development, maintenance and use of the Park; and
 - C. the development and maintenance of necessary or desirable improvements within the subdivision.

Article III Membership

Section 1 - Qualification for Membership

A Membership in the Association is mandatory for each lot owner.

- 1. For the purposes hereof, 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.

Section 2 - Classes of Membership

- A. All lot owners are active member of the Association. There are two classes of active membership.
 - 1. Lot owners
 - 2. Lot owner-occupants
- B. Associate Membership shall consist of any person who is not a lot owner but who has established a primary residence in the Subdivision or such other person as determined by the membership.

Section 3 - Membership Unit

A Membership Unit may be represented by any Association member or member of each household so designated provided the designated representative is 18 years of age. Each household shall constitute one Membership Unit for the purposes of voting, petitioning, etc. Further, each Membership Unit, to attain "good standing", shall pay a single membership fee for purposes of dues and assessments.

Section 4 - Good Standing A member or Membership Unit shall be in good standing with the Association provided:

- A. the membership Unit is not delinquent in the payment of dues and/or assessments.
- B. the member is in compliance with all provisions of the Association's Articles of Incorporation and by-laws, and any other rules, regulation, or restrictions applicable to the Association and/or the Subdivision.

Section 5 - Rights

A. Unless otherwise specified, in these by-laws, an Active Membership Unit in good standing shall have the following rights:

1. to participate in Association meetings and to vote in person or by proxy upon preannounced matters which properly come before such meetings;
2. to elect or remove the Association's Officers and/or Board of Directors;
3. to hold office of the Association's Officers and/or Board of Directors provided only one member of a household be in office of the Association at any given time;
4. to approve the Association's annual budget, dues and/or assessments;
5. to adopt resolution at any Association meeting which shall provide guidance to, and be binding upon, the Board of Directors and which shall remain in effect according to the terms of such resolutions;
6. to use and enjoy the Park and any other Association improvements within the Subdivision in accordance with appropriate rules, regulations and/or policies;
7. to inspect Association records; and
8. to amend these by-laws.

B. Unless otherwise specified in these by-laws, an Associate Membership Unit or an Active Membership Unit not in good standing shall have the right to participate in Association meetings but not vote.

Article IV - Meetings

Section 1 – Annual The Association's Annual Meeting shall be held as soon as practical after the 1st of each year, no later than the 31st of January of each year. This meeting shall be held for the purposes of election of Officers as applicable under the other section of these by-laws. Additionally, the Annual Meeting shall be for presentation of reports by the Board of Directors, Officers and committees, submission of proposed annual budget, dues and/or assessments for the approval of the Association and the transaction of such other business as may properly come before the meeting.

Section 2 - Special Meetings A special Meeting of the Association may be called at any time by the President. The President shall call a Special Meeting whenever requested to do so by three Directors and/or Officers or by 20 active Membership Units in good standing. Such request shall be written and shall specifically state the purpose(s) of the requested Special Meeting, and be signed by all persons making the request.

Section 3 - Time and Location of Meetings The Association's business meetings shall be convened on business days between 7:00pm and 9:00pm. Association meetings shall be held within the City of Troy, Michigan. The specific date, time and location shall be determined by the President.

Section 4 – Notice (a) At least ten but not more than 60 days written notice of time, date, place and proposed agenda of all meetings, shall be given by the secretary. (b) Deposit of the notice, addressed to the last known address of the member, in a U.S. Mail Box shall constitute compliance with this requirement. (c) If a member has provided an email address to the Association and consented to notice by email, then an email to that address will constitute compliance with this requirement unless the Association receives a notice that the email was nondeliverable (“bounce”).
(Amended 2024)

Section 5 Quorum A quorum for the transaction of business at any Association meeting shall consist of not less than ten (10) Membership Units in good standing, including any such Membership Unit represented by proxy. If a quorum is not present, the presiding officer shall adjourn the meeting and call another meeting-to be held within ten calendar days. (Amended 2024)

Section 6 Voting Unless otherwise specified either by law, or by any extraneous document governing the Association or Subdivision or by these by-laws:

- A. On each matter submitted to a vote at any Association meeting, an Active Membership Unit in good standing shall have one vote;
- B. Except as otherwise noted, all matters submitted to a vote at any Association meeting shall be decided by a majority of Active Membership Units which are in good standing and which are present and voting, including any such Membership Unit represented by a proxy; and
- C. Each Active Membership Unit in good standing may vote by proxy subject to the following restrictions:
 - 1. In order to be valid, a proxy must be written, be signed by a Unit member, specify the matters to which the proxy is given, be delegated to an Association member and be filed with the Secretary prior to the taking of any vote at the meeting for which it is executed.
 - 2. A proxy shall be effective only for the meeting for which it is executed; and it shall be automatically suspended if any member of the Unit, which is represented by the proxy, is present at the Association meeting for which the proxy was executed and elects to vote in person.

3. An Association member shall not be limited to the number of proxies held and voted at any meeting.

D. Unless otherwise specified by these by-laws, voting at any Association meeting may be by voice or hand vote unless the Presiding Officer shall direct, or any Active Membership Unit in good standing shall demand a vote by ballot.

Section 7 - Order of Business The order of business at any Association meeting shall be as follows:

A. Call to Order by Presiding Officer; Determination of a quorum; Introduction of new members (if any);

B. Secretary's proof of due notice of the meeting;

~~C. Secretary's proof of due notice of the meeting;~~

D. Board of Directors' Reports (if any);

E. Officers' Reports, including Financial;

F. Committee Reports;

G. Old Business;

H. New Business;

I. Announcements;

J. Adjournment.

This order of business may be deviated from depending on the intent of the meeting.

Section 8 - Parliamentary Authority The rules contained in the current edition of Robert's Rules of Order Newly Revised shall govern any Association meeting provided they are consistent with these by-laws.

Section 9 – Attendance Members may attend any meeting of the Association by means of remote communication as provided in MCL 450.2405 and as permitted by the Board of Directors, including but not limited to by means of videoconference. Any member attending by such means will be considered present for purposes of establishing a quorum under Article IV, section 5.

(Amended 2024, new Section)

Article V- District Representation

Section 1 - Number of Districts The area known as the Shallowbrook Subdivision is divided into nine districts, each of which is nearly equal in size, has geographic proximity and will be used for purposes of determining District Representation in Board Membership of the Association. The District Boundary Map is hereby incorporated as part of the by-laws. Any changes to the District Boundary Map will require a vote of 2/3 of the Active Membership Units.

Article VI - Board of Directors and Officers

Section 1 - Board of Directors The Association's Board of Directors shall consist of nine members, each of which must be a member of a household in the subdivision and at least 18 years of age.

Each of the nine districts will elect a Director from their constituency for representation, subject to sections 3 and 4. Said representatives shall be inclusive of any Active Membership Unit in good standing and is at least 18 years of age. (Amended 2024)

Section 2 - Directors and Officers Four of the Association's nine Directors shall also be the Associations Officers consisting of a President, Vice President, Secretary, and Treasurer.

Section 3 - Nominations

A. Any member of a household in the subdivision who is at least 18 years of age may nominate any eligible person to be a Director (a) by sending written notice to the Association's secretary no more than 28 days before the Annual Meeting, or (b) at the Annual Meeting or other meeting where elections occur. (Amended 2024)

B. If no accepted nominations are made for a District, then that District's seat will be elected at-large by Membership Units for the entire subdivision. (Amended 2024)

C. If exactly nine or fewer than nine accepted nominations are received for all Districts combined, then the nominees may be elected by acclamation and all seats will be considered at-large. Unelected seats will remain empty until an eligible person from any District volunteers to serve and is accepted by the other Directors or until the next election if no such person is accepted. (Amended 2024)

Section 4 - Elections

A. Directors shall be elected by a plurality at the Association's Annual Meeting through written ballots cast by Active Membership Units in good standing. Membership Units may only vote for a Director position for their District, unless a seat is at-large as provided in Article VI, section 3(B). If any seats are to be elected at-large, then elections for Districts with nominees will occur first, after which the at-large seats will be elected from among all unelected nominees from the Districts unelected and any additional nominees who may be nominated at the meeting. (Amended 2024)

B. In the event that the nominees receive an equal number of votes and that those votes constitute the highest number cast for any nominees, a second ballot will be initiated carrying only those nominees that have tied and a second vote will be cast by the Membership Units or, if a winner cannot be determined by such a manner, then by coin flip or other random process. (Amended 2024, previously part of **Elections A.**)

C. The office of President, Vice President, Secretary and Treasurer will be elected by the nine member Board of Directors from the Director's Meeting following the first Annual Association Meeting. (Amended 2024, previously **Elections B.**)

Section 5 - Terms of Office The term of office for the Board of Directors (comprised of Directors) and the offices of President, Vice President, Secretary and Treasurer shall-run concurrently with Annual Association Meetings. (Amended 2024)

Section 6 – Indemnification Any Officer, Director, Committee member, or person acting as a legitimate agent of the Association shall be indemnified, hereby, assuring a general dispensation

from punishment or exemption from prosecution in offenses, omissions of official duty, or acts in excess of authority while in the process of executing Association business.

Section 7 - Removal

A. Any Director shall be removed from the Board of Directors for anyone of the following reasons:

1. Failure to maintain good standing.
2. If the remaining members of the Board of Directors unanimously agree that such removal would be in the best interests of the Association.

a. Upon petition of at least 15 Active Membership Units, the Board of Directors will consider the removal of a District Director.

Section 8 – Vacancy In the event of a vacancy, the Board of Directors and/or its elected Officers, the Board will:

A. (i) If a Director's seat has been vacant since the last election, that seat may be filled as provided in article VI, section 3(C). (ii) When a Director's seat becomes vacant because of death, disability, resignation, disqualification, or removal, then the other Directors must call a Special Meeting for the purpose of electing a replacement Director. If the Director vacating the seat was elected from a District, then nominees must be from that District, unless no such person accepts a nomination, in which case nominations may be made and the seat will be elected at-large. If the Director vacating the seat was elected at-large, then nominees must be from an unrepresented District, unless no such person accepts a nomination, in which case nominations may be made and the seat will be elected at-large.

(Amended 2024)

B. For Officer vacancies - the Board will fill the vacancy in the same manner as set forth in section 4-B.

C. In the event that the vacancy is that of a Board member and an Officer - Section 8A must precede Section 8B in occurrence.

D. The newly elected Director and/or Officer shall only serve that position for the remaining period of time left in the term of office at the point of vacancy.

Section 9 – Quorum A quorum of the Board of Directors will consist of at least 2/3 of the Directors then in office. A vacant seat will not be considered when determining a quorum.

(Amended 2024, new Section)

Article VII - Board of Directors and Officers - Powers and Duties

Section 1 - Board of Directors The Association shall be governed by the Board of Directors. The Board of Directors shall have all powers and duties which are necessary for the administration of the affairs of the Association.

Section 2 – Compensation No salary or other compensation for services shall be paid to any Officer who is a member of the Association or to any other member of the Board of Directors.

Section 3 - The President The President shall be the chief executive officer of the Association and shall preside at all meetings of the members and Directors. The President shall be ex officio a member of all Standing committees, shall have general and active management of the affairs of the Association, and shall ensure that all orders and resolution of the Board are carried into effect. He shall execute documents requiring the seal of the Association, except where required by law to be otherwise executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other Officer, or Officers, or agent or agents, or the Association.

Section 4 - Vice President The Vice President shall, in the absence or disability of the president, perform the duties and exercise the powers of the President and shall perform such other duties as the Board of Directors shall prescribe.

Section 5 – Secretary The Secretary shall record the minutes of all meetings of the Board and all meetings of the membership in a book or books to be kept for that purpose, or by electronic means. He or she shall give, or cause to be given, notice of all meetings of the membership and of all Special Meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or by the President, under whose supervision he or she shall act. (Amended 2024)

Section 6 – Treasurer The Treasurer shall be responsible for the funds and securities of the Association until their deposit in such banks as the Board of Directors may designate. He shall keep or cause to be kept full and accurate books of account and all other necessary and customary financial records and supporting data. He shall render to the President and Directors, at the regular meetings of the Board or whenever they may reasonably require it, an account of all financial transactions and of the financial condition of the Association. The Treasurer shall be bondable and bonded at a level determined by the Board.

Article VIII - Committees

Section 1 - Appointment and Membership The President with the advice and concurrence of the Board of Directors shall establish the necessary committees and appoint the committee chairpersons. All membership to committees is contingent on Association membership.

Section 2 – Organization A Committee shall organize itself and perform the functions and discharge the duties delegated to it by these by-laws, or by resolution of either the President, the Board of Directors or the Association.

Section 3 – Reports A committee shall present an accurate report of its activities to the Board of Directors at the request of same and at the regular Association Meetings.

Section 4 – Removal Any Committee member may be removed by the President, with the advice and approval of the Board of Directors when it is deemed in the best interest of the Association.

Article IX - Budget and Annual Dues

Section 1 – Budget The Treasurer, at the direction and review of the Board of Directors shall propose an annual budget for the Association’s fiscal year. This proposed budget shall be submitted to the Association for approval at the Association’s Annual Meeting.

Section 2 - Annual Dues and Assessments

A. The Treasurer, with the concurrence of the Board of Directors, shall propose annual dues for the fiscal year subject to the approval of a majority of those present and voting at the Annual Meeting. If the annual dues approved at the Annual Meeting are determined to be, insufficient to effectuate the purpose of the Association for the fiscal year, a Special Meeting, pursuant to Article IV Section 2 of the by-laws, may be called to propose a revision in the annual dues subject to approval by a majority of those present and voting at such meetings.

B. Dues of the Association shall be set by the Board of Directors annually in amount that does not exceed the limits in the Subdivision Open Space Agreement. (Amended 2024)

C. Should 3/4 of the Association membership determine that a financial assessment, in addition to the annual dues, be necessary, such financial assessment shall be levied, fixed or collected only if appropriate modifications of the Subdivision Open Space Agreement are effectuated.

Section 3 - Fiscal Year The fiscal year of the Association shall begin on February 1 of each year and end at midnight on January 31 of the following year.

Section 4 - Billing and Payment of Annual Dues and/or Assessments Within ten calendar days either of the approval of the Association’s annual budget and dues or the approval of assessments for the Association, the Secretary, in conjunction with the Treasurer, shall prepare and deliver to all Membership Units, by the same means provided for a meeting notice under article IV, section 4, a notice which contains the following items: (Amended 2024)

A. In the case of the Association’s annual budget and dues, a copy of the approved budget and a statement of the annual dues owed by the Membership Unit (including any dues and/or assessments in arrears) and a request for payment of those dues by March 1 of each year; and

B. In the case of an Association Assessment, the reasons for the assessment the Association-approved amount of the assessment, the Membership Unit’s share of the assessment, and a request for payment within 30 days of the date of the notice.

Section 5 - No Exemptions Because of the mandatory nature of membership in the association, no Membership Unit may attempt to exempt itself from liability for its share of the Association’s annual budget, and dues or approved assessments by waiver of the use or enjoyment of the Park or other common elements or public grounds of the Subdivision.

Section 6 – Delinquency Any Active Membership Unit in good standing which has failed to pay its annual dues by March 1 of each year or has failed to pay its assessment according to schedule shall be considered delinquent and shall be relegated to the status of an Active Membership Unit not in good standing with the commensurate loss of rights as set forth in Article III Section 5(B). Furthermore, the association may charge any delinquent Membership Unit (active or not) a 25% late fee. A delinquent Membership Unit shall be reinstated as an Active Membership Unit in good standing upon full payment of all delinquencies, including but not limited to the late fee.

(Amended 2024)

Section 7 - Collection

A. The Association shall have authority to enforce the collection of delinquent dues and/or assessments by suit at law or in equity for appropriate relief, including, but not limited to, a suit for a money judgment, a suit to enjoin the delinquency, or the filing and foreclosure of a lien upon any property for the delinquent dues and/or assessments.

B. At least ten calendar days before commencing any action under this Section, the delinquent Active Membership Unit shall be notified of the action to be taken and shall be permitted to pay in full all delinquent dues and/or assessments during such ten calendar-day period.

Section 8 – Expenses Any reasonable and necessary expenses incurred by the Association in collecting delinquent dues and/or assessments shall be paid by the delinquent Active Membership Unit. Such expenses shall include, but not be limited to, interest, litigation costs, attorneys' fees, filing fees, etc. Association expenses which the delinquent Active Membership Unit fails to pay in full shall be treated as delinquent dues and/or assessments for the purposes of this Article and shall be subject to the same actions for collection of delinquent dues and/or assessments as are stated in this Article.

Article X - Books and Records

Section 1 – Requirements The appropriate members of the Board of Directors and Committees shall maintain correct and complete records of all Association business, including financial records and minutes of all proceedings of the Association, Board of Directors and Committees. Such records shall be the property of the Association.

Section 2 – Inspection All records of the Association may be inspected for any proper purpose by any Active Membership Unit. Such Unit shall submit a written request for inspection to the President and Secretary. Such a request shall contain the following:

- A. Name, address and telephone number of the person;
- B. Purpose(s) of the inspection;
- C. Identification of those records to be inspected; and
- D. Proposed date, time and location for such inspection. The President shall make every reasonable effort to comply with the person's request within a reasonable time.

Article XI - Amendment of By-Laws

Section 1 – Association These by-laws may be amended and/or repealed by Active Membership Units in good standing at any Association Meeting, provided the following conditions are met:

- A. The notice of such meeting states that the by-laws may be amended and/or repealed at the meeting;
- B. The notice of such meeting quotes the current version of the Article(s) and/or Section(s) which is proposed to be changed, immediately followed by the actual language of the proposed version of such Article(s) and/or Section(s); and
- C. The proposed changes must be adopted by two-thirds of the Active Membership Units which are in good standing and which are present and voting (including but not limited to those present by proxy or by electronic means). (Amended 2024)

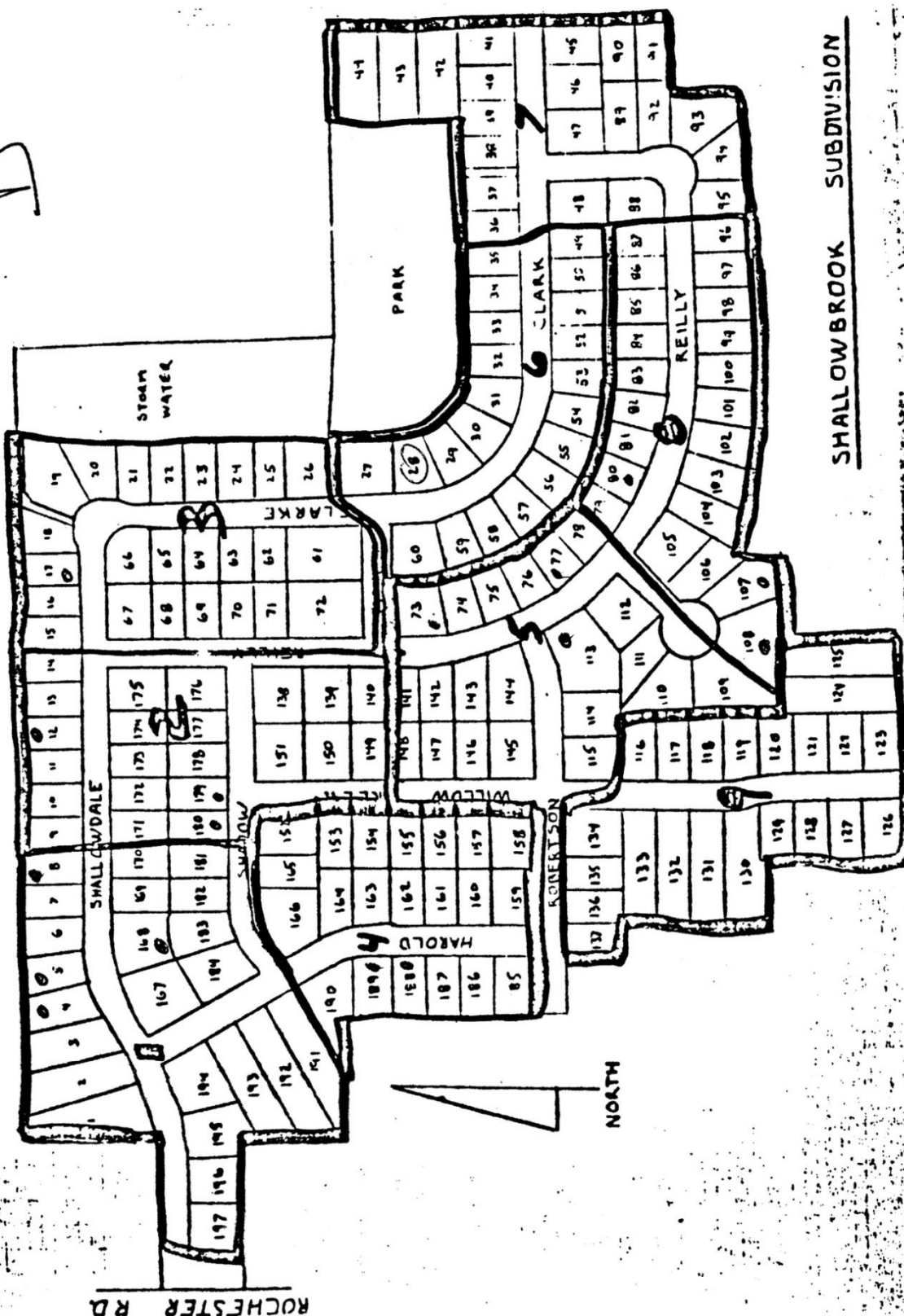
I, James McCauley, the Secretary of Shallowbrook Subdivision Homeowner's Association, a Michigan non-profit corporation, hereby attest that the above are the bylaws of the Association, as restated to include all amendments adopted at a special meeting of the Association on December 3, 2024.

ATTEST:

Secretary

Date: December 3, 2024

D



RESTRICTIVE COVENANT AGREEMENT OF THE SHALLOWBROOK SUBDIVISION HOMEOWNER’S ASSOCIATION

Table of Contents

Section 1 . . . (p. 15) Land Use

Section 2 . . . (p. 15) Residence Structures

Section 3 . . . (p. 16) Garages and Breezeways

Section 4 . . . (pp. 16) Miscellaneous Provisions

Section 5 . . . (p. 16) Assignment of Rights and Powers

Section 6 . . . (p. 17) General Provisions

Notary Information . . . (pp. 18-20)

RESTRICTIVE COVENANT AGREEMENT

THIS RESTRICTIVE COVENANT AGREEMENT executed this 10th day of February 1976, by REL DEVELOPMENT COMPANY, a Michigan Co-Partnership, hereinafter called "Development Company;" STANDARD FEDERAL SAVINGS AND LOAN ASSOCIATION, a United States Corporation, hereinafter called "Standard;" PARMET HOMES, INC., a Michigan Corporation, hereinafter called "Parmet;" MARCO HOMES, INC., a Michigan Corporation, hereinafter called "Marco;" AVANTI LAND CO., a Michigan Co-Partnership, hereinafter called "Avanti," and MARK IV HOMES OF MICHIGAN, INC., a Michigan Corporation, hereinafter called "Mark IV."

WHEREAS, Development Company, Parmet, Marco, Avanti and Mark IV are the owners of substantially all of the lots located in SHALLOWBROOK SUBDIVISION, a subdivision of part of the West ½ of Section 14, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan, as recorded in Liber 144 of Plats, Pages 20 to 22, Oakland County Records, hereinafter called the "Subdivision;"

WHEREAS, Development Company, Parmet, Marco, Avanti and Mark IV desire to subject certain lots in said Subdivision hereinafter designated to certain land and building restrictions as hereinafter set forth so that said Subdivision will develop into a residential community of the highest quality;

NOW, THEREFORE, the following covenant, conditions, restrictions, easements, reservations, powers, obligations and agreements are hereby imposed on the lots in said Subdivision designated below, and upon the present and future owners and occupants of said lots, and shall constitute a general plan of restrictions.

Amendment to Restrictive Covenant Agreement 2024

This **Amendment to Restrictive Covenant Agreement** is made and entered into on November 11, 2024, among the lot owners listed in exhibit 1 (together, the "Subscribing Owners") through James McCauley, whose address is 4435 Harold, Troy, Michigan 48085, acting for himself and by limited powers of attorney executed on the dates referenced in the exhibit, as successors to REL Development Company, a Michigan co-partnership; Standard Federal Savings and Loan Association, a United States corporation; Parmet Homes, Inc., a Michigan corporation; Marco Homes, Inc., a Michigan corporation; Avanti Land Co., a Michigan co-partnership; and Mark IV Homes of Michigan, Inc., a Michigan corporation (the "Predecessors").

RECITALS

Shallowbrook Subdivision is 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").

The Predecessors entered into a Restrictive Covenant Agreement (the "RCA") dated February 10, 1974, and recorded at liber 6689 page 882, Oakland County records, which binds the lot owners in the Plat and runs with the respective lots.

Section 6(a) of the RCA states in part: "...said covenants shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by the owners of record of two-thirds (2/3) of all of the lots in the Subdivision subjected to this Restricted Covenant Agreement has been recorded, changing, modifying or releasing said Restrictive Covenant Agreement in whole or in part."

The Plat includes 197 lots, meaning that the approval of 132 lot owners is needed to approve an amendment to the RCA.

The Subscribing Owners enter into this amendment under section 6(a) of the RCA for their mutual benefit and consideration.

Land Use

Section 1. The following lots in the Subdivision shall be used only for one-detached, single-family, private, residential purposes:

Lots numbered 1, 2, 3, 6, 7, 9, 10, 11, 13 through 16, 18 through 72, 74 through 76, 78, 79, 81 through 106, 109 through 112, 114 through 167, 169 through 178, 181 through 187, 190 through 197, being all of the lots in said Subdivision owned by the parties hereto.

Residence Structures

Section 2.

- (a) No residence structure shall be erected, placed or altered on any lot unless such structure is a detached single family, private residence not exceeding two and one-half (2 ½) stories in height at its highest point.
- (b) No residence structure shall be erected, placed, altered or permitted to remain unless such structure shall have a minimum square foot area (as defined in Section 2 (c) below, as follows:
 - (1) Ranch or one-story homes shall have a livable square foot area of not less than 1,300 square feet.
 - (2) One and one-half story homes shall have a livable square foot area of not less than 1,600 square feet including unfinished areas.
 - (3) Two-story homes shall have a livable square foot area of not less than 1,600 square feet.
 - (4) Tri-level homes shall have a livable floor area of not less than 1,600 square feet on the three levels.
- (c) "Square foot area" shall be computed as including only the floor or level area within the exterior walls of house proper, including the bay windows, if same reach to the floor. Garages, open or unheated porches and breezeways shall not be included in computing square foot area.
- (d) Exterior walls of all residence structures, garages and breezeways shall be constructed only of stone, brick, cedar, redwood, white-pine, cypress, aluminum siding, vertical tongue and grooved siding, cedar shakes, vinyl siding, or any other finished material approved by the Board of Directors of the Shallowbrook Subdivision Homeowner's Association . (Amended 2024)
- (e) No outbuilding or temporary structures of any nature, including, without limitation, trailers, tents, shacks, garages or barns shall be constructed or placed upon said premises prior to commencement of construction of the single-family residence structure, nor shall the same be used as a residence or dwelling at any time on any lot. No trailer, boat or mobile home shall be stored or placed upon any lot unless completely enclosed in the garage or residence structure. No outbuilding or temporary structure of any nature shall be erected or placed upon any lot, except one single-story shed per lot with a footprint of less than or equal to 80 square feet. (Amended 2024)

Garages and Breezeways

Section 3.

- (a) No single-family, private residence shall be constructed without a garage. All garages shall be built to accommodate no more than three (3) auto-mobiles.
- (b) All garages must be integral with the residence structure or connected thereto by a breezeway and must conform with the overall architectural lines of the residence structure.

Miscellaneous Provisions

Section 4.

- (a) Landscaping. Basic landscaping, including finish grading and seeding or sodding, must be completed within nine (9) months after date of occupancy.
- (b) Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done or maintained or stored thereon which may be or become an annoyance or nuisance to the neighborhood.
- (c) Driveways. All driveways shall be constructed of concrete or bituminous asphalt from curb to garage entrance.
- (d) Easements. Easements for installation and maintenance of utility and drainage facilities are reserved as shown on the recorded plat or other easements of record with full right and authority to the public utility having such easement to enter upon said premises at all times for the purpose of constructing, repairing, maintaining or reconstruction lines, pipes, poles, sewers and other equipment, or to trim or cut down any trees or shrubs which may at any time interfere with or threaten to interfere with the operation of the utilities and equipment. No permanent structure shall be built within such easements, except permissible fences.
- (e) Livestock. No chickens or other fowl or livestock shall be kept or harbored on any lots. Dogs, cats or other household pets may be kept provided that they are not bred, kept or maintained for any commercial purposes.
- (f) Signs. No poster, billboard or other advertising shall be erected or displayed on any lot or lots in the Subdivision other than those allowed by City of Troy ordinance. The Shallowbrook Subdivision Homeowner's Association or any homeowner may enforce this subsection regardless whether the City of Troy takes action to enforce its ordinances. (Amended 2024)
- (g) Fences. No fence of any kind shall be permitted to be erected, maintained or placed upon any lot or lot line between the front property line and the front building setback line.

Section 5. Assignment of Rights and Powers. At such time as two-thirds (2/3) of the lots in said Subdivision have been sold by the Development Company, Parmet, Marco, Avanti or Mark IV, they, or any of them may notify the Shallowbrook Subdivision Homeowners Association of their desire to turn over to such Homeowners Association, in whole or in part, the covenants, terms and conditions contained in this Restrictive Covenant Agreement, and assign to such Homeowners Association any or all of the rights, powers, duties, obligations, easements, agreements and estates given or reserved to the Development Company, Parmet, Marco, Avanti or Mark IV. Any such assignment or transfer shall be in writing by which the assignee or transferee will join for the purpose of evidencing its acceptance of such rights, powers, duties, obligations, easements, agreements and estates.

General Provisions

Section 6.

- (a) Covenants Running With the Land. These covenants shall run with the land and shall constitute an easement and servitude upon all of the lots herein – above described and every part thereof and shall inure to the benefit of and be binding upon and enforceable by and against all purchasers and subsequent grantees, their heirs, representatives, successors and assigns, for a period of thirty (30) years from and after the date of recording of this Restrictive Covenant Agreement after which date, said covenants shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by the owners of record of two-thirds (2/3) of all of the lots in this Subdivision subjected to this Restrictive Covenant Agreement has been recorded, changing, modifying or releasing said Restrictive Covenant Agreement in whole or in part.
- (b) Power to Enforce Restrictive Covenant Agreement. By acceptance of title to any lot or lots in this Subdivision hereinabove described, the owner shall vest in the Development Company, Parmet, Marco, Avanti and Mark IV, their respective agents, employees, successors or assigns, the right and power in their own names, or in the name of the owner or owners of any of the lots in the Subdivision, to take and prosecute all suits or actions which it may deem necessary or advisable to enforce and carry out any of the restrictions herein contained, and to collect any of the charges herein provided for, including, without limitation, the right to enter upon the land on which such violation or breach exists and summarily to abate or remove, at the expense of the owner thereof, any violation of this Restrictive Covenant Agreement, and shall not thereby become liable in any manner for trespass for entry, abatement or removal. This subsection shall not be construed as requiring the Development Company, Parmet, Marco, Avanti or Mark IV to undertake any such action, and it shall be lawful for any other person or persons having title to any lot or lots in the Subdivision which are subject to this Restrictive Covenant Agreement to undertake any legal action in his own behalf to prevent injury or recover damages for violations of any of these restrictions.
- (c) Failure to Enforce Covenants. The Development Company, Parmet, Marco, Avanti, Mark IV and any Subdivision Association formed pursuant to this Agreement, their respective agents, employees, successors and assigns shall not be held legally responsible or accountable for any failure or refusal to enforce any of the restrictions herein, nor shall any such failure to enforce constitute a waiver by the Development Company, Parmet, Marco, Avanti and Mark IV, or any Subdivision Association formed pursuant to this Agreement, or any owner or owners of lots in said Subdivision subject to this Agreement of the right to thereafter enforce such restrictions and covenants as to the same breach or as to a breach occurring prior or subsequent thereto.
- (d) Each and every restriction and covenant herein contained is intended to be severable and in the event that any one covenant or restriction is for any reason held void or unenforceable, it shall not affect the validity of the remaining covenants and restrictions.

IN WITNESS WHEREOF, the undersigned have executed this instrument as of the day and year first above written.

IN PRESENCE OF:

Dolores J. Follis
D. Ann Peterson

REL DEVELOPMENT COMPANY, a
Michigan Co-Partnership
By: Joel A. Garrett, individually as a Partner, and
pursuant to a Power of Attorney for said
Partnership recorded on Liber 6179, Page 356,
Oakland County Records.

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

On this 24th day of March, 1976, before me, a Notary Public in and for said County, personally appeared JOEL A. GARRETT, to me personally known, who, being duly sworn, did say that he is a Partner of REL DEVELOPMENT COMPANY, a Michigan Co-Partnership, the Co-Partnership with executed the within instrument, and that he is duly authorized to execute said instrument on behalf of such Co-Partnership pursuant to a Power of Attorney, and said JOEL A. GARRETT acknowledged said instrument to be the free act and deed of said Co-Partnership.

Notary Public, Dolores J. Follis
Oakland County, Michigan
My Commission Expires: January 11, 1977

IN PRESENCE OF:

James E. Wagener, Assistant V. President
Patricia R. Grenier

STANDARD FEDERAL SAVINGS & LOAN
ASSOCIATION, a United States Corporation

By John S. Townsend, Senior Vice President
By Robert C. Rothman, Senior Vice President

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

On this 24th day of March, 1976, personally appeared John S. Townsend and Robert C. Rothman, to me personally known, who being by me sworn, did each for himself say that they are respectively the Senior V. President and Senior V. President of Standard Federal Savings & Loan Association, the Corporation named in and which executed the within instrument and that the seal affixed to said instrument is the corporate seal of said Corporation, and that said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors; and said John S. Townsend and Robert C. Rothman acknowledged said instrument to be the free act and deed of said Corporation.

Notary Public James E. Wagener
Oakland County, Michigan
My Commission Expires: 1-24-77

IN PRESENCE OF:

Dolores J. Follis
D. Ann Peterson

PARMET HOMES, INC., a Michigan Corporation

By Alan Parmet, President

STATE OF MICHIGAN)
) SS
COUNTY OF Macomb)

On this 24th day of March, 1976, before me personally appeared Alan Parmet, to me personally known, who being by me sworn, did say that he is the President of Parmet Homes, Inc., the Corporation named in and which executed the within instrument, and that the seal affixed to said instrument is the corporate seal of said Corporation, and that said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors; and said Alan Parmet acknowledged said instrument to be the free act and deed of said Corporation.

Notary Public Mary S. Evans
Macomb County, Michigan
My Commission Expires: 7-10-76

IN PRESENCE OF:

MARCO HOMES, INC., a Michigan Corporation
By Marco Santi, President

Mary S. Evans
Mary L. Booth

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

On this 24th day of March, 1976, before me personally appeared Marco Santi, to me personally known, who being by me sworn, did say that he is the President of Parmet Homes, Inc., the Corporation named in and which executed the within instrument, and that the seal affixed to said instrument is the corporate seal of said Corporation, and that said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors; and said Marco Santi acknowledged said instrument to be the free act and deed of said Corporation.

Notary Public Dolores J. Follis
Oakland County, Michigan
My Commission Expires: January 11, 1977
MARK IV HOMES OF MICHIGAN, INC., a Michigan Corporation
By Tito Leonardi, President

IN PRESENCE OF:
Dolores J. Follis
D. Ann Peterson

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

On this 24th day of March, 1976, before me personally appeared Tito Leonardi, to me personally known, who being by me sworn, did say that he is the President of Mark IV Homes of Michigan, Inc., the Corporation named in and which executed the within instrument, and that the seal affixed to said instrument is the corporate seal of said Corporation, and that said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors; and said Tito Leonardi acknowledged said instrument to be the free act and deed of said Corporation.

Notary Public Dolores J. Follis
Oakland County, Michigan
My Commission Expires: January 11, 1977
AVANTI LAND COMPANY, a Michigan Co-Partnership
By Anthony DiPiazza, Individually and as a Partner

IN PRESENCE OF:
Dolores J. Follis
D. Ann Peterson

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

On this 24th day of March, 1976, before me, a Notary Public in and for said County, personally appeared Anthony DiPiazza, to me personally known, who, being duly sworn, did say that he is a Partner of Avanti Land Company, a Michigan Co-Partnership which executed the within instrument, and that he is duly authorized to execute said instrument on behalf of such Co-Partnership, and said Anthony DiPiazza acknowledged said instrument to be the free act and deed of said Co-Partnership.

Notary Public Dolores J. Follis
Oakland County, Michigan
My Commission Expires: January 11, 1977

Drafted by:
Thomas G. Sawyer
Attorney at Law
4086 Rochester Road
Troy, Michigan 48084
689-5700

Return to:
Joel A. Garrett
REL Development Company
4086 Rochester Road
Troy, Michigan 48084

Notary Amendment to Restrictive Covenant Agreement 2024

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 December 15, 2024.

Tammi Lanning, Notary Public
Oakland County, Michigan
My commission expires: 5/27/2027
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

OPEN SPACE AGREEMENT OF THE SHALLOWBROOK SUBDIVISION HOMEOWNER'S ASSOCIATION

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 4086 Rochester Road, Troy, Michigan 48084, herein called the "Developer.

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.

Amendment to Subdivision Open Space Agreement 2024

This **Amendment to Subdivision Open Space Agreement** is made and entered into on November 11, 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.

SUBDIVISION OPEN SPACE AGREEMENT

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 4086 Rochester Road, Troy, Michigan 48084, 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 covenant 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 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.
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 the 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 whose subject lot includes a residential structure. (Amended 2024)
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 not more than fifteen (15) members. (Amended 2024)
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. (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. (Amended 2024)
 - 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 modification thereof shall not be cured within ten (10) days or any extension thereof, the City, in order to preserve the taxable value of the properties within SHALLOWBROOK 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 a 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 provisions 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 with 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 SHALLOWBROOK 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 of 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 in Paragraphs 2 and 3 of this Agreement. A notarized copy of said acknowledgment shall be submitted to the City.

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

Witnesseth: Irene Bailey Frances N. Teasdale Donna M. Pinneo Louella Loisel	CITY OF TROY, a Michigan Municipal Corporation By Jule R. Famularo, Mayor By Kenneth L. Courtney, Clerk REL DEVELOPMENT CO., A Michigan Co- Partnership: By Joel Garrett?
---	---

Notary Amendment to Open Space Agreement 2024

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)
COUNTY OF OAKLAND) ss

The foregoing Development Agreement was acknowledged before me by Ethan Baker, the Mayor of the City of Troy, on November 11, 2024.

Cheryl A. Stewart, Notary Public
Oakland County, Michigan
My commission expires: May 3, 2026
Acting in Oakland County

CITY OF TROY
a Michigan municipal corporation

Its: Clerk

STATE OF MICHIGAN)
COUNTY OF OAKLAND) ss

The foregoing Amendment was acknowledged before me by M. Aileen Dickson, the Clerk of the City of Troy, on November 11, 2024.

Cheryl A. Stewart, Notary Public
Oakland County, Michigan
My commission expires: May 3, 2026
Acting in Oakland County

EXHIBIT "A"

SHALLOWBROOK SUBDIVISION

A part of the West ½ of Section 14, T 2 N, R 11 E, City of Troy, Oakland County, Michigan, and contain Lots 1 through 197 and 68.22 acres in part being a replat of a portions 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 ¼ 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 02° 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 of Eleanor Avenue; 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 of Lamb Road; thence N 00° 35' 30" W, 282 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, 325.00 feet to the point of beginning.

SHALLOWBROOK PARK DESCRIPTION

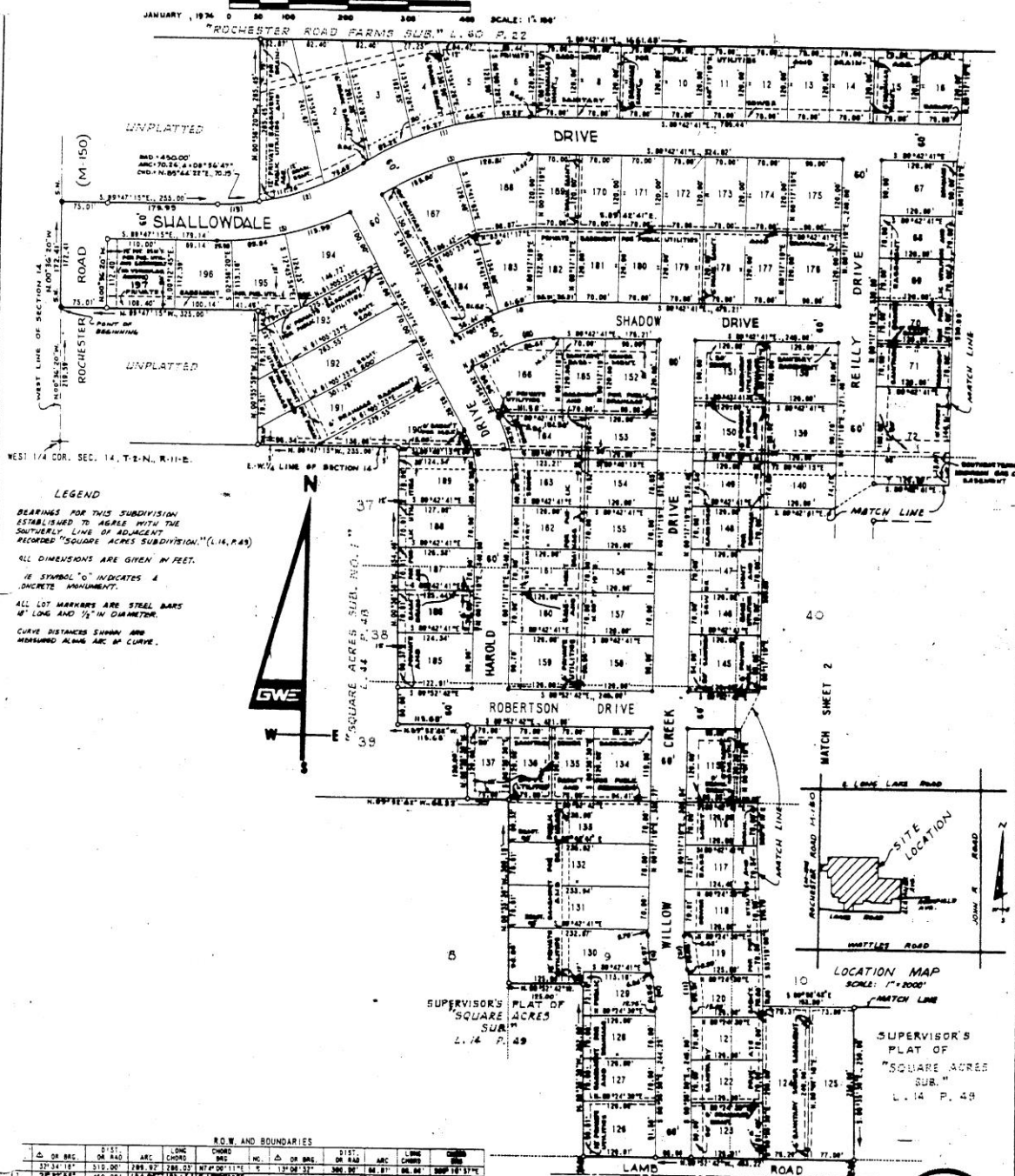
A part of the West ½ of Section 14, T 2 N, R 11 E, City of Troy, Oakland County, Michigan, and containing 4.16 acres in part being replat of a portion of Lots 41 and 42 in "Square Acres Sub. No 1" as recorded in Liber 44, Page 48, Oakland County, Michigan Records, more particularly described as: Beginning at a point being N 00° 36' 20" W, 292.00 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 ¼ line of said Section 14, and also being the northerly line of lot 41 of said "Square Acres Sub. No. 1," from the West ¼ corner of said Section 14; thence S 89° 46' 36" E, 442.10 feet along said E-W ¼ line of 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 a 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 Southwestern Michigan Gas Company over the northerly 35 to 40 feet of the above described parcel.

A PART OF THE W. 1/2 OF SECTION 14, T-2-N, R-11-E.
CITY OF TROY, OAKLAND COUNTY, MICHIGAN



Gliffels-Webster Engineers, Inc.

7731 North Adams Road • Portland, Michigan 48667
Phone: 313/486-2100 or 313/486-2300



R.O.W. AND BOUNDARIES											
DIST.		LONG.		CHORD		R.O.W.		DIST.		LONG.	
CH	SEC	CH	SEC	CH	SEC	CH	SEC	CH	SEC	CH	SEC
27	14.11.57	515.00	289.67	280.03	W 101° 11' 11" E	1	13.04.58	240.00	51.30	51.30	SW 47° 32' 14" E
28	14.11.58	450.00	285.71	183.65	N 10° 00' 00" E	2	15.05.57	240.00	51.30	51.30	SW 47° 32' 14" E
29	14.11.59	450.00	285.71	232.30	N 10° 00' 00" E	3	16.05.57	300.00	64.29	54.81	SW 47° 32' 14" E
30	14.12.00	640.00	225.87	227.30	N 70° 00' 00" E	4	17.05.57	300.00	50.67	54.81	SW 47° 32' 14" E
31	14.12.01	170.00	84.82	62.72	N 70° 00' 00" E	5	18.05.57	300.00	50.67	54.81	SW 47° 32' 14" E
32	14.12.02	240.00	84.82	62.72	N 70° 00' 00" E	6	19.05.57	300.00	50.67	54.81	SW 47° 32' 14" E
33	14.12.03	240.00	84.82	62.72	N 70° 00' 00" E	7	20.05.57	300.00	50.67	54.81	SW 47° 32' 14" E
34	14.12.04	240.00	84.82	62.72	N 70° 00' 00" E	8	21.05.57	300.00	50.67	54.81	SW 47° 32' 14" E
35	14.12.05	240.00	84.82	62.72	N 70° 00' 00" E	9	22.05.57	300.00	50.67	54.81	SW 47° 32' 14" E
36	14.12.06	240.00	84.82	62.72	N 70° 00' 00" E	10	23.05.57	300.00	50.67	54.81	SW 47° 32' 14" E
37	14.12.07	240.00	84.82	62.72	N 70° 00' 00" E	11	24.05.57	300.00	50.67	54.81	SW 47° 32' 14" E
38	14.12.08	240.00	84.82	62.72	N 70° 00' 00" E	12	25.05.57	300.00	50.67	54.81	SW 47° 32' 14" E
39	14.12.09	240.00	84.82	62.72	N 70° 00' 00" E	13	26.05.57	300.00	50.67	54.81	SW 47° 32' 14" E
40	14.12.10	240.00	84.82	62.72	N 70° 00' 00" E	14	27.05.57	300.00	50.67	54.81	SW 47° 32' 14" E
41	14.12.11	240.00	84.82	62.72	N 70° 00' 00" E	15	28.05.57	300.00	50.67	54.81	SW 47° 32' 14" E
42	14.12.12	240.00	84.82	62.72	N 70° 00' 00" E	16	29.05.57	300.00	50.67	54.81	SW 47° 32' 14" E
43	14.12.13	240.00	84.82	62.72	N 70° 00' 00" E	17	30.05.57	300.00	50.67	54.81	SW 47° 32' 14" E
44	14.12.14	240.00	84.82	62.72	N 70° 00' 00" E	18	31.05.57	300.00	50.67	54.81	SW 47° 32' 14" E
45	14.12.15	240.00	84.82	62.72	N 70° 00' 00" E	19	32.05.57	300.00	50.67	54.81	SW 47° 32' 14" E
46	14.12.16	240.00	84.82	62.72	N 70° 00' 00" E	20	33.05.57	300.00	50.67	54.81	SW 47° 32' 14" E
47	14.12.17	240.00	84.82	62.72	N 70° 00' 00" E	21	34.05.57	300.00	50.67	54.81	SW 47° 32' 14" E
48	14.12.18	240.00	84.82	62.72	N 70° 00' 00" E	22	35.05.57	300.00	50.67	54.81	SW 47° 32' 14" E
49	14.12.19	240.00	84.82	62.72	N 70° 00' 00" E	23	36.05.57	300.00	50.67	54.81	SW 47° 32' 14" E
50	14.12.20	240.00	84.82	62.72	N 70° 00' 00" E	24	37.05.57	300.00	50.67	54.81	SW 47° 32' 14" E
51	14.12.21	240.00	84.82	62.72	N 70° 00' 00" E	25	38.05.57	300.00	50.67	54.81	SW 47° 32' 14" E



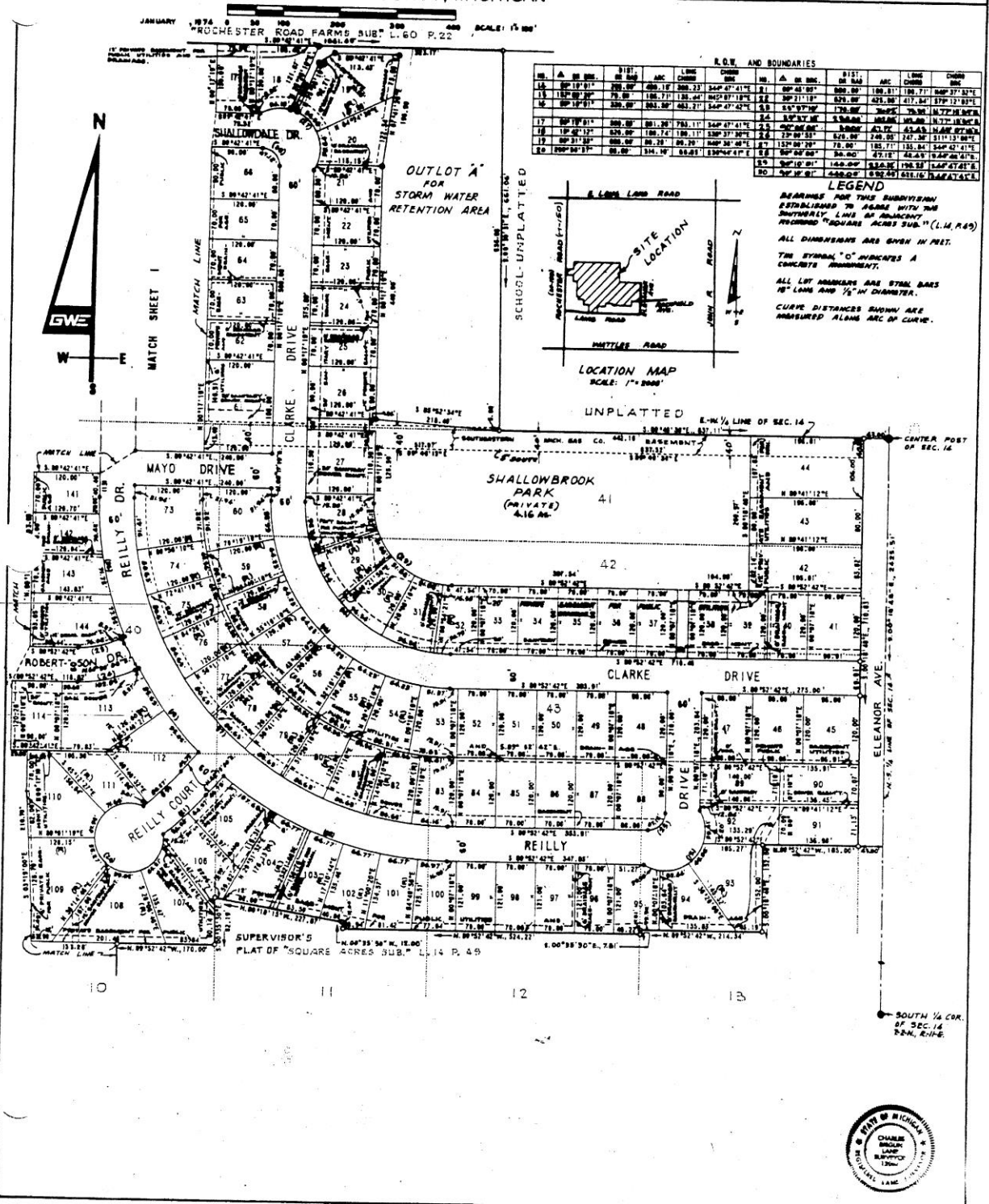
"SHALLOWBROOK SUBDIVISION" A PART OF THE W. 1/2 OF SECTION 14, T-2-N, R-11-E. CITY OF TROY, OAKLAND COUNTY, MICHIGAN

SHEET 2 OF 3



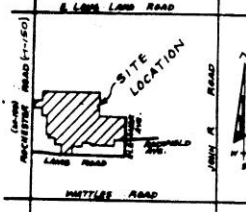
Giffels-Webster Engineers, Inc.

2731 North Adams Road • Farmington, Michigan 48037
Phone: 313/852-3148 or 313/852-2266



R.O.W. AND BOUNDARIES

LINE	CHORD	BEARING	CHORD	BEARING
10	100.00	S 89°42'41"E	100.00	S 89°42'41"E
11	100.00	S 89°42'41"E	100.00	S 89°42'41"E
12	100.00	S 89°42'41"E	100.00	S 89°42'41"E
13	100.00	S 89°42'41"E	100.00	S 89°42'41"E
14	100.00	S 89°42'41"E	100.00	S 89°42'41"E
15	100.00	S 89°42'41"E	100.00	S 89°42'41"E
16	100.00	S 89°42'41"E	100.00	S 89°42'41"E
17	100.00	S 89°42'41"E	100.00	S 89°42'41"E
18	100.00	S 89°42'41"E	100.00	S 89°42'41"E
19	100.00	S 89°42'41"E	100.00	S 89°42'41"E
20	100.00	S 89°42'41"E	100.00	S 89°42'41"E



LEGEND
 BEARINGS FOR THIS SUBDIVISION
 ESTABLISHED TO AGREE WITH THE
 SURVEYED LINE OF ADJACENT
 TOWNSHIP "SQUARE ACRES SUB." (L.M. 4.65)
 ALL DIMENSIONS ARE GIVEN IN FEET.
 THE SYMBOL "O" INDICATES A
 CONCRETE ROUNDPUNT.
 ALL LOT NUMBERS ARE STEEL BARS
 1/2" LONG AND 1/8" IN DIAMETER.
 CURVE DISTANCES SHOWN ARE
 MEASURED ALONG ARC OF CURVE.

"SHALLOWBROOK SUBDIVISION"A PART OF THE W. 1/2 OF SECTION 14, T-2-N., R-11-E.
CITY OF TROY, OAKLAND COUNTY, MICHIGAN**GWE****Giffels-Webster Engineers, Inc.**
CONSULTING ENGINEERS AND LAND SURVEYORS
2731 North Adams Road • Troy, Michigan 48061
Phone: 313/963-2100 or 313/963-3266**FOR'S CERTIFICATE:**

I, CHARLES BIEGUN, SURVEYOR, CERTIFY: THAT I HAVE SURVEYED, DIVIDED AND MAPPED THE LAND SHOWN ON THIS PLAT, DESCRIBED AS FOLLOWS: "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°34'22"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 TO A POINT ON THE E.-W. 1/4 LINE OF SAID SECTION 14; ALSO BEING THE NORTHERLY LINE OF LOT 41, OF SAID "SQUARE ACRES SUB. NO. 1"; THENCE S.89°46'36"E., 637.11 FEET ALONG SAID E.-W. 1/4 LINE AND SAID NORTHERLY LINE OF LOT 41 TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF ELEANOR AVENUE; THENCE S.00°18'48"E., 710.81 FEET ALONG SAID WESTERLY RIGHT-OF-WAY LINE; THENCE N.89°52'42"W., 1465.00 FEET; THENCE S.00°18'48"E., 152.00 FEET; THENCE N.89°52'42"W., 214.34 FEET TO A POINT ON THE WESTERLY LINE OF LOT 13, ALSO BEING THE EASTERLY LINE OF LOT 12 OF SAID "SQUARE ACRES SUB."; THENCE S.00°35'30"E., 7.81 FEET ALONG SAID LINE COMMON TO LOTS 12 AND 13; THENCE N.89°52'42"W., 524.22 FEET; THENCE S.00°35'30"E., 12.00 FEET; THENCE N.80°16'15"W., 227.67 FEET TO A POINT ON THE WESTERLY LINE OF LOT 11, ALSO BEING THE EASTERLY LINE OF LOT 10 OF SAID "SQUARE ACRES SUB."; THENCE S.00°35'30"E., 82.19 FEET ALONG SAID LINE COMMON TO LOTS 10 AND 11; 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 S.00°35'30"E., 282.00 FEET; THENCE N.89°52'42"W., 125.00 FEET TO A POINT ON THE WESTERLY LINE OF LOT 9 OF SAID "SQUARE ACRES SUB."; THENCE N.00°35'30"W., 300.19 FEET ALONG THE WESTERLY LINE OF SAID LOT 9 TO THE E.-W. 1/4 CORNER OF SAID LOT 9; THENCE N.89°52'42"W., 68.12 FEET ALONG THE NORTHERLY LINE OF LOT 8 OF SAID "SQUARE ACRES SUB."; ALSO BEING THE SOUTHERLY LINE OF LOT 39 OF SAID "SQUARE ACRES SUB. NO. 1"; 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 TO A POINT ON THE E.-W. 1/4 LINE OF SAID SECTION 14, ALSO BEING A POINT ON THE NORTHERLY LINE OF LOT 37 OF SAID "SQUARE ACRES SUB. NO. 1"; THENCE N.89°47'15"W., 235.00 FEET ALONG SAID E.-W. 1/4 LINE AND SAID NORTHERLY LINE OF LOT 37; THENCE N.00°35'59"W., 219.51 FEET; THENCE N.89°47'15"W., 325.00 FEET TO THE POINT OF BEGINNING.

THAT I HAVE MADE SUCH SURVEY, LAND-DIVISION AND PLAT BY THE DIRECTION OF THE OWNERS OF SUCH LAND.

THAT SUCH PLAT IS A CORRECT REPRESENTATION OF ALL THE EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE SUBDIVISION OF IT.

THE REQUIRED MONUMENTS AND LOT MARKERS HAVE BEEN LOCATED IN THE GROUND OR WAREY HAS BEEN DEPOSITED WITH THE MUNICIPALITY, AS REQUIRED BY SECTION 126 OF THE ACT.

THAT THE ACCURACY OF SURVEY IS WITHIN THE LIMITS REQUIRED BY SECTION 126 OF THE ACT.

THAT THE BEARINGS SHOWN ON THE PLAT ARE EXPRESSED AS REQUIRED BY SECTION 126 (3) OF THE ACT AND AS EXPLAINED IN THE LEGEND.

DATE 1-30-74



GIFFELS-WEBSTER ENGINEERS, INC.
2731 NORTH ADAMS ROAD
PONTIAC, MICHIGAN 48057
Charles Biegun
CHARLES BIEGUN, R.L.S. #12064
SURVEYOR

PROPRIETOR'S CERTIFICATE:

REL DEVELOPMENT COMPANY, A MICHIGAN CO-PARTNERSHIP DULY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF MICHIGAN, BY JOEL A. GARRETT, ATTORNEY-IN-FACT, AS PROPRIETOR, HAS BEEN AUTHORIZED TO SIGN ON BEHALF OF THE LIMITED CO-PARTNERSHIP.

CERTIFY THAT WE CAUSED THE LAND ENHANCED IN THIS PLAT TO BE SURVEYED, DIVIDED, MAPPED AND DEDICATED AS REPRESENTED ON THIS PLAT AND THAT THE STREETS ARE FOR THE USE OF THE PUBLIC; THAT THE PUBLIC UTILITY EASEMENTS ARE PRIVATE EASEMENTS WHICH ARE TO BE USED FOR DRAINAGE ALSO AND THAT ALL OTHER EASEMENTS ARE FOR THE USES SHOWN ON THE PLAT. OUTLET 1' IS FOR STORM WATER RETENTION AREA AND WILL BE OWNED AND MAINTAINED BY THE CITY OF TROY. THAT SHALLOWBROOK PARK IS PRIVATE AND DEDICATED TO THE OWNERS OF LOTS IN THIS SUB. AS SET FORTH IN THE OPEN SPACE AGREEMENT DATED 11/26/73, 1973 AND RECORDED IN LIBER 60, PAGE 22, OAKLAND COUNTY, MICHIGAN RECORDS.

REL DEVELOPMENT COMPANY LIMITED
A MICHIGAN CO-PARTNERSHIP
4086 ROCHESTER ROAD, TROY, MI. 48064

JOEL A. GARRETT, ATTORNEY-IN-FACT
FOR ABOVE NAMED COMPANY
LIBER 6179, PAGE 956, OAKLAND CO. RECORDS

ACKNOWLEDGMENT:

STATE OF MICHIGAN)
OAKLAND COUNTY) S.S.

"PERSONALLY CAME BEFORE ME THIS 20th DAY OF June, 1974, LIMITED CO-PARTNERSHIP, TO ME KNOWN TO BE A PERSON WHO EXECUTED THE FOREGOING INSTRUMENT, AND TO ME KNOWN TO BE SUCH ATTORNEY-IN-FACT OF SAID CO-PARTNERSHIP, AND ACKNOWLEDGED THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS SUCH ATTORNEY-IN-FACT BY THE FREE ACT AND DEED OF SAID LIMITED CO-PARTNERSHIP, BY ITS AUTHORITY."

DOLORES J. FOLLI, NOTARY PUBLIC, OAKLAND COUNTY, MICHIGAN
MY COMMISSION EXPIRES, JANUARY 11, 1977.

PROPRIETOR'S CERTIFICATE:

STANDARD FEDERAL SAVINGS AND LOAN ASSOCIATION OF TROY, MICHIGAN, A FEDERAL ASSOCIATION BY ROBERT C. ROTHMAN, SENIOR VICE PRESIDENT AND HENRY F. JOHNSON, ASSISTANT SECRETARY, AS PROPRIETOR CERTIFY THAT WE CAUSED THE LAND ENHANCED IN THIS PLAT TO BE SURVEYED, DIVIDED, MAPPED AND DEDICATED AS REPRESENTED ON THIS PLAT AND THAT THE STREETS ARE FOR THE USE OF THE PUBLIC; THAT THE PUBLIC UTILITY EASEMENTS ARE PRIVATE EASEMENTS WHICH ARE TO BE USED FOR DRAINAGE ALSO AND THAT ALL OTHER EASEMENTS ARE FOR THE USES SHOWN ON THE PLAT. OUTLET 1' IS FOR STORM WATER RETENTION AREA AND WILL BE OWNED AND MAINTAINED BY THE CITY OF TROY. THAT SHALLOWBROOK PARK IS PRIVATE AND DEDICATED TO THE OWNERS OF LOTS IN THIS SUB. AS SET FORTH IN THE OPEN SPACE AGREEMENT DATED 11/26/73, 1973, AND RECORDED IN LIBER 60, PAGE 22, OAKLAND COUNTY, MICHIGAN RECORDS.

WITNESS:

John J. Townsend
John J. Townsend
Michael J. Pury
MICHAEL J. PURY

STANDARD FEDERAL SAVINGS AND LOAN ASSOCIATION
2401 WEST BIG BEAVER ROAD
TROY, MICHIGAN 48064
ROBERT C. ROTHMAN, SENIOR VICE PRESIDENT
HENRY F. JOHNSON, ASSISTANT SECRETARY

ACKNOWLEDGMENT:

STATE OF MICHIGAN)
OAKLAND COUNTY) S.S.

"PERSONALLY CAME BEFORE ME THIS 12th DAY OF June, 1974, ROBERT C. ROTHMAN, SENIOR VICE PRESIDENT AND HENRY F. JOHNSON, ASSISTANT SECRETARY OF THE ABOVE NAMED ASSOCIATION, TO ME KNOWN TO BE THE PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT, AND TO ME KNOWN TO BE SUCH VICE PRESIDENT AND ASSISTANT SECRETARY OF SAID ASSOCIATION AND ACKNOWLEDGED THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS SUCH OFFICERS AS THE FREE ACT AND DEED OF SAID ASSOCIATION BY ITS AUTHORITY."

John J. Townsend, NOTARY PUBLIC, OAKLAND COUNTY, MICHIGAN
JOHN J. TOWNSEND
MY COMMISSION EXPIRES, DECEMBER 26, 1976.

COUNTY TREASURER'S CERTIFICATE:

THE RECORDS IN MY OFFICE SHOW NO UNPAID TAXES OR SPECIAL ASSESSMENTS FOR THE FIVE YEARS PRECEDING Aug. 27, 1974 INVOLVING THE LANDS INCLUDED IN THIS PLAT.

Carol J. Doherty
C. HUGH DONAHY, OAKLAND COUNTY TREASURER

COUNTY DRAIN COMMISSION CERTIFICATE:

APPROVED ON AUGUST 29, 1974 AS COMPLYING WITH SECTION 192 OF ACT 288, P.A. 1967, AND THE APPLICABLE RULES AND REGULATIONS PUBLISHED BY MY OFFICE IN THE COUNTY OF OAKLAND.

George W. Kohn, DRAIN COMMISSIONER

CERTIFICATE OF MUNICIPAL APPROVAL:

I CERTIFY THAT THIS PLAT WAS APPROVED BY THE CITY COMMISSION, OF THE CITY OF TROY AT A MEETING HELD September 23, 1974 AND WAS REVIEWED AND FOUND TO BE IN COMPLIANCE WITH ACT 288, P.A. 1967, ALSO ADEQUATE SURETY HAS BEEN DEPOSITED WITH THE CLERK FOR THE PLACING OF MONUMENTS AND MARKERS WITHIN A REASONABLE LENGTH OF TIME, NOT TO EXCEED ONE YEAR FROM THE ABOVE DATE. THE MUNICIPALITY HAS ADOPTED A SUBDIVISION CONTROL ORDINANCE AND WAIVES THE MINIMUM LOT SIZE AND THAT SURETY HAS BEEN POSTED TO INSURE THE INSTALLATION OF PUBLIC SEWER AND PUBLIC WATER SERVICES. RETENTION BASIN WILL BE MAINTAINED BY THE CITY OF TROY.

Kenneth L. Courtney, CLERK

COUNTY PLAT BOARD CERTIFICATE:

THIS PLAT HAS BEEN REVIEWED AND IS APPROVED BY THE OAKLAND COUNTY PLAT BOARD. THIS PLAT BEING IN COMPLIANCE WITH ALL OF THE PROVISIONS OF ACT 288, P.A. 1967, AND THE PLAT BOARD'S APPLICABLE RULES AND REGULATIONS.

Richard R. Wilcox
Richard R. Wilcox, CHAIRMAN
BOARD OF COMMISSIONERS
Lynn D. Allen, COUNTY CLERK
REGISTER OF DEEDS
Carol J. Doherty
C. HUGH DONAHY, COUNTY TREASURER

Approved: 18 Nov 74 as complying with Act 288 and the applicable rules and regulations of the Department of State Highways and Transportation.
John E. Gable, DIRECTOR

RECORDING CERTIFICATE

STATE OF MICHIGAN
OAKLAND COUNTY

THIS PLAT WAS RECEIVED FOR RECORD ON THE 30th DAY OF December, A.D. 1974 AT 2:58 P.M., RECORDED IN LIBER 104 OF PLATS ON PAGE 200.

NOTED THIS DAY OF Recording

LYNN G. ALLEN, REGISTER OF DEEDS