

STATE OF MICHIGAN Allegan County
Joyce A. Watts Register of Deeds

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Liber 3296 Page 175-186 RESTR
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Liber 3296 Page 175 #2009002576

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR SOUTHPOINTE TRAILS

Balwat, L.L.C., a Michigan corporation, whose address is 5071 Gull Road, Kalamazoo, Michigan 49048 ("Developer"), being the owner and developer of the following described property (the "Plat"):

Southpointe Trails, Otsego Township, County of Allegan, State of Michigan, as recorded in the Allegan County Records at Liber

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desires to impose certain protective covenants, conditions and restrictions on the Plat for the purposes of insuring the use of the Plat for single family residential purposes only, (for purposes of restricting the use of "Southpointe Park (Private)" identified on the Plat for the uses described herein), for purposes of restricting the use of the "Storm Water Detention Area West (Private)" identified on the Plat for the uses described herein, and for the further purpose of preserving and improving the attractive features of the property and the community and securing to each lot owner the full benefit and enjoyment of his home, with no greater restrictions upon the free and undisturbed uses of his property than are necessary to insure the same advantages to other lot owners. Therefore, Developer hereby covenants and agrees to impose the following protective covenants, conditions and restrictions upon the use of the lots in the Plat, which protective covenants, conditions and restrictions shall be binding for the period of time as hereinafter set forth.

1. **Land Use and Building Type.** No lot shall be used except for single family residential purposes and only one (1) single family dwelling shall be permitted on any one (1) lot.

2. **Dwelling Size.** No single family dwelling shall exceed two stories in height. No dwelling shall be permitted on any lot in this Plat having a cost of less than One Hundred Twenty Thousand and 00/100 Dollars (\$120,000.00) including the lot, based upon cost levels prevailing in the construction business in Allegan County on the date of recording this Declaration, it being the intention and purposes of these covenants to ensure that all dwellings in the Plat shall be of a quality of workmanship and materials substantially the same as or better than that which can be produced on the date of recording these covenants at said minimum costs for the minimum size dwelling permitted. The ground floor area, exclusive of open porches and garages shall not be less than nine hundred (900) square feet of area for a two bedroom, one thousand one hundred (1100) square feet of area for a three bedroom, plus an additional one hundred fifty (150) square feet for each bedroom over and above a three bedroom; provided, however, that a two-story dwelling shall contain a minimum of one thousand four hundred (1400) square feet of area.

3. **Garage.** All dwellings shall have an attached garage of no less than four hundred (400) square feet and no more than three (3) stalls.

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3. **Garage.** All dwellings shall have an attached garage of no less than four hundred (400) square feet and no more than three (3) stalls.

4. **Temporary Structures and Manufactured/Modular Homes.** No trailer, basement, tent, shack, garage or other outbuilding may be used, at any time, as a residence either temporarily or permanently. No manufactured or modular home shall be permitted in the Plat.

5. **Building Setbacks.** No building shall be located on any lot nearer to the front lot line or side street line than such minimum building set back lines listed in the Township Zoning Ordinance. In any event, no building shall be located on any lot nearer than thirty (30) feet to the front lot line, or, in the case of a corner lot, to any side Street line, nor nearer than seven (7) feet to an interior side lot line. No building shall be located on a non-corner lot nearer than ten (10) feet to the rear lot line. For the purposes of this restriction, eaves, steps and open porches shall not be considered to be parts of the building; provided, however, that this shall not be construed to permit any portion of a structure on any lot to encroach upon any other lot.

6. **Utility Easements.** Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded Plat.

7. **Recreational and Inoperable Vehicles.** No boat, trailer, camper, motor home or other recreational vehicle nor any inoperable vehicle may be stored in the front or back yard of any lot. However, such recreational and inoperable vehicles may be stored on the driveway on a short term basis (no longer than one (1) week) or may be stored on the garage side of the yard if stored on Concrete or asphalt.

8. **Signs.** No sign of any kind may be displayed to the public view on any lot except one (1) professional sign, of not more than one (1) square foot, or one (1) sign of not more than five (5) square feet advertising the property "for sale" or "for rent." This restriction does not prohibit signs used by Developer to advertise the property "for sale" during the construction period and a reasonable sales period immediately following or the entrance sign for the Plat.

9. **Drilling/Mining Prohibited.** No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot. No derrick or other structure designed for use in connection with any such activities shall be permitted any time upon any lot.

10. **Animals.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, even temporarily, except that dogs, cats, or other ordinary household pets may be kept in reasonable numbers as determined by Township or County regulations; provided, however, that they are properly controlled, prevented from running at large, not allowed to make noises disturbing to neighbors, and not kept, bred or maintained for any commercial purpose.

11. **Fences.** No fence may be placed in the front of the home. Fencing material and location must be approved by the Architectural Control Committee ("ACC").

12. **Offensive Activities Trash and Refuse.** No immoral, unlawful or offensive activities shall be carried on upon any lot within the Plat, nor shall anything be done which may be or become a nuisance to the other lot owners, including parking highway trucks, tractors or trailers within the Plat. No lot, nor any portion thereof; shall be used as a dumping ground for rubbish or waste. Trash, garbage and all other waste shall be kept in a sanitary container concealed from the public view and in quantities no greater than normal for the average

household. No incinerators or other equipment for storage or disposal of such materials shall be permitted. Dumpsters being used by contractors during construction are permitted.

13. **Lawn Installation/Maintenance.** Each lot, upon the construction of a home on the lot, shall have a lawn installed within one (1) year of the date of possession by the first/original lot owner. Each lot owner shall properly maintain the lawn area on the lot, including keeping the lawn free from weeds, underbrush and unsuitable growths.

14. **Prohibited Activities.** No lot owner shall take any action on or with respect to the lot or any other property within the Plat, which violates any federal, state or local statute, regulation, rule or ordinance.

15. **Architectural Control.** The ACC for the Plat shall be established by the Developer and shall be composed of such persons as the Developer or its successors, assigns or designees shall determine. No building shall be erected, placed or altered until the building plans, specifications and plot plan showing the proposed construction and location of such building has been approved, in writing, as being in conformity and harmony with the exterior design of the existing structures in the Plat and the adequacy of such construction and location of the building with respect to topography and finished ground elevation has been approved by the ACC. No other improvement of any kind, including, without limitation, fences, swimming pools, tennis courts, landscaping devices or improvements shall be constructed or erected, made, placed or maintained upon any lot in the Plat nor shall any exterior addition or alteration be made until the plans and specifications have been approved by the ACC. The ACC shall have thirty (30) days from the submittal of all information to approve or disapprove of the plans and specifications submitted for approval. In the event the ACC fails to approve or disapprove of the same within thirty (30) days and no suit to enjoin the erection, alteration or location has been commenced prior to the completion thereof; such approval will be deemed to have been given and this covenant and restriction fully complied with.

16. **Use of Southpointe Park Restricted:** As part of its development of the Plat, Developer intends to set aside that portion of the property identified in the Plat as "Southpointe Park (Private)", which property is described on the attached **Exhibit A** ("Southpointe Park"), for recreational purposes and purposes of preserving the area as open space in its natural condition in accordance herewith. Southpointe Park may be utilized for the pedestrian recreational enjoyment of the Lot owners, their immediate families, and guests. Except as otherwise provided herein, Southpointe Park shall be a "no disturb" area and shall be maintained in perpetuity in a natural and undisturbed condition in accordance with the following restrictions:

(a) No clearing, mowing, tree removal, excavation, cutting, or similar activities of any trees, shrubs, or other growth in Southpointe Park shall be permitted except as approved by the Board of Directors of the Association. Notwithstanding the forgoing, removal of dead, diseased, unsafe, or fallen trees, and noxious plants and shrubs, including poison ivy, poison sumac, and poison oak, shall be permissible with the approval of the Association.

(b) No buildings, structures, fences, or other improvements, permanent or temporary, shall be constructed in Southpointe Park.

(c) No camping or camp fires shall be permitted in Southpointe Park.

(d) No motorbikes, snowmobiles, off-road vehicles, all terrain vehicles, mopeds, or other recreational vehicles shall be operated in Southpointe Park.

(e) No grass clippings, tree limbs, brush, leaves or other yard debris shall be deposited in Southpointe Park.

(f) No activity considered to be noxious, offensive or a nuisance may be carried on in Southpointe Park.

(g) Discharging of firearms or hunting is not allowed in Southpointe Park and no fireworks or pyrotechnic devices may be discharged or ignited on or in Southpointe Park.

17. Each lot in the Plat shall be subject to the following restrictions:

(a) Soil borings shall be done on each lot by the Allegan County Health Department prior to issuance of sewage disposal permits.

(b) A detailed site plan shall be submitted and approved by Allegan County, as applicable for each lot prior to issuance of the sewage disposal permit.

(c) All wells shall be drilled to a minimum depth of 120 feet, shall have a minimum of 50 feet of screen submergence, and shall be a minimum of 100 feet from any part of the sewage disposal system.

(d) The sewage disposal system and reserve area shall be located where indicated on site plan submitted by DC Engineering, P.C.

(e) Water softeners, if installed, shall have their discharge water plumbed into a separate disposal system.

18. **Floor and Opening Elevation Restrictions:**

(a) The Minimum Building Opening Elevation ("MBOE") and the North American Vertical Datum ("NAVD") information for each Lot is as follows:

<u>Lot</u>	<u>MBOE</u>	<u>NAVD</u>
1	741.41	88
2	741.41	88
3	741.41	88
4	741.41	88
5	721.50	88
6	721.50	88
7	721.50	88
8	741.41	88
9	741.41	88
10	741.41	88
11	741.41	88
12	741.41	88
13	741.41	88

<u>Lot</u>	<u>MBOE</u>	<u>NAVD</u>
14	741.41	88
15	741.41	88
16	741.41	88
17	741.41	88
18	741.41	88
19	741.41	88
20	741.41	88
21	741.41	88
22	741.41	88
23	741.41	88
24	741.41	88
25	719.50	88
26	741.41	88

<u>Lot</u>	<u>MBOE</u>	<u>NAVD</u>
27	741.41	88
28	741.41	88
29	741.41	88
30	741.41	88
31	741.41	88
32	741.41	88
33	741.41	88
34	741.41	88
35	741.41	88
36	741.41	88
37	741.41	88

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(b) Low floor elevations are provided on the attached **Exhibit B** to restrict placement of all floors to 1' or more above the high ground water elevation. The high ground water elevation shall be determined by soil borings or backhoe excavation showing mottling and water elevation.

(c) Low opening elevations shall be provided to restrict the placement of all openings to 1' or more above the 1% annual chance (100 year) flood plain and 1' above the design high water elevation for any backyard drainage system as shown on the attached **Exhibit B**.

(d) A waiver from elevations may be granted by the Allegan County Drain Commissioner following receipt of a certification from a registered professional engineer demonstrating that the proposed elevation does not pose a risk of flooding.

19. **Drainage Easements:** Easements for drainage are for the benefit of upland lots both within and outside of the subdivision and any improper construction, development or grading that occurs within these easements will interfere with the drainage rights of those upland lots. Easements for drainage are for the continuous passage of surface drainage and each lot owner will be responsible for maintaining the surface drainage system across their property. No structure is permitted within an easement for drainage. This includes, but is not limited to, swimming pools, sheds, garages, patios, decks, fences or other permanent structures or landscaping features that may interfere with surface drainage or maintenance of subsurface systems.

20. **Block Grading Plan:** The block grading plan shows the direction of flow for the surface drainage for all lots. It is the lot owner's responsibility to ensure that the final grading of the lot is in accordance with the block-grading plan. During the final lot grading and landscaping, the owner shall take care to ensure that the installation of fences, plantings, trees, and shrubs do not interfere with nor concentrate the flow of surface drainage. No changes will be made in the grading of any lot areas used as drainage swales which would later affect surface run-off drainage patterns without the prior written consent of the Allegan County Drain Commissioner for all portions of swales.

21. **Silt fence on Easement Boundaries for Rear Yard Drainage Swales:** The Silt fence shall remain in place along the easement boundary until the lot has been final graded for landscaping and has established growth. Only that portion of the silt fence on a lot that has been developed and that has adequate ground cover may be removed.

22. **Footing Drains and Sump Pumps:**

(a) Water from such sources as eave troughs and footing drains shall be directed to footing drain laterals provided for the lots. Water from footing drains shall be discharged to the lateral via a sump pump with a check valve system and not a gravity system. If no lateral is provided, the lot owner shall discharge said water in such a manner as to not impact neighboring land, lots or public streets.

(b) Laundry facilities or other similar features shall not be connected to a footing drain or pump system discharging to footing laterals and the storm sewer system. Laundry facilities and interior sanitary waste sump pumps must be drained to the sewage disposal system.

23. **Homeowners Association:** Developer has established the Southpointe Trails Homeowners Association as a Michigan nonprofit corporation (the "Association") to serve as the association of lot owners for Southpointe Trails. All lot owners in Southpointe Trails shall be members of the Association. At whatever time in the future it may deem fit to do so, Developer may turn over and delegate its authority under this Declaration to the Association. The mere establishment of the Association shall not, however, constitute such a delegation.

24. **Common Areas and Improvements.** All decisions concerning the use, maintenance, and repair of those common areas and improvements within the Plat, including but not limited to those areas designated on the Plat as "10' Private Easement to Southpointe Trails Homeowners Association for Landscaping Purposes", "Southpointe Park (Private)", and the improvements located or to be located therein ("Common Areas and Improvements"), shall be made by the Developer until its authority is delegated to the Association in accordance with Section 23 hereof, and thereafter such decisions shall be made by the Association. The Developer and the Association, with the consent of the Developer, shall have the authority to establish and enforce reasonable rules and regulations governing the use, maintenance and repair of these Common Areas and Improvements.

25. **Dues and Assessments.** The Developer and the Association, with the consent of the Developer, shall have the authority to establish reasonable dues and assessments which shall be paid upon request by all lot owners on a per lot basis in order to pay reasonable maintenance, repair and or replacement costs associated with Common Areas and Improvements, future taxes and assessments that may be levied by any state or county municipal authority affecting the Common Areas or Improvements and any other reasonable costs and expenses of the Association. The share of each lot owner shall be determined by dividing the total number of lots owned by each lot owner by the total number of all lots and multiplying that fraction by the total cost of the taxes and/or assessment to be paid or incurred. All such assessments may be levied on such a periodic basis as the Association shall determine and may be based on the Association's reasonable estimation of the costs and expenses incurred during the ensuing year. Notwithstanding the foregoing, the Developer shall not be obligated for the payment of assessments for unsold lots except with respect to lots where a completed house has been constructed and which is occupied on a permanent basis.

26. **Collection of Assessments.** Each lot owner shall be personally liable for all assessments levied by the Developer or the Association with regard to his lot during the time he has any ownership interest in each lot. If any lot owner defaults in paying any assessments, interest at the rate of seven percent (7%) per annum shall be charged on such assessment from the due date thereof and further penalties or proceedings may be instituted by the Developer or the Board of Directors of the Association in its discretion. If such assessment, or any part thereof, is not paid on or before the due date established by the Developer or the Board of Directors for such payment, then such payment shall be in default. The Developer or the Board of Directors may, but need not, report such a default to any mortgagee of record. Any mortgagee of a lot may consider a default in the payment of any assessment a default in the payment of its mortgage. Unpaid assessments and any other amount due the Developer and/or Association from a lot owner under this Declaration, shall constitute a lien upon the lot prior to all other liens except tax liens and sums unpaid on a first mortgage of record. The Developer and/or the Association may enforce collection of delinquent assessments or other amounts due by a suit at law for a money judgment or by foreclosure of the lien that secures payment of assessments.

Each lot owner, and every other person, except for a first mortgagee, who from time to time has any interest in the lot, shall be deemed to have granted to the Developer and the Association the unqualified right to elect to foreclose such lien either by judicial action or by advertisement (in accordance with the provisions of Chapter 32 of the Michigan Revised Judicature Act, as amended). The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. The Developer and the Association are hereby granted what is commonly known as a "power of sale." Each lot owner and every other person, except a first mortgagee, who from time to time has any interest in the lot shall be deemed to have authorized and empowered the Developer and the Association to sell or to cause to be sold at public auction the lot with respect to which the assessment is delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. EACH LOT OWNER ACKNOWLEDGES THAT WHEN HE ACQUIRED TITLE TO HIS LOT, HE WAS NOTIFIED OF THE PROVISIONS OF THIS SECTION AND THAT HE VOLUNTARILY, INTELLIGENTLY AND KNOWINGLY WAIVED NOTICE OF ANY PROCEEDINGS BROUGHT BY THE DEVELOPER AND/OR THE ASSOCIATION TO FORECLOSE BY ADVERTISEMENT THE LIEN FOR NONPAYMENT OF ASSESSMENTS AND A HEARING ON THE SAME PRIOR TO THE SALE OF THE SUBJECT LOT. Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until ten (10) days have expired after the mailing, by certified mail, return receipt requested and postage prepaid, addressed to the delinquent lot owner at his last known address, of a written notice that an assessment, or any part thereof, levied against his lot is delinquent and that the Developer and/or the Association may invoke any of its remedies hereunder if the default is not cured within ten (10) days after the date of mailing. A written affidavit of an authorized representative of the Developer or the Association that sets forth (a) the affiant's capacity to make the affidavit, (b) the statutory and other authority for the lien, (c) the amount outstanding (exclusive of interest, costs, attorney fees and future assessments), (d) the legal description of the subject lot, and (e) the name of the lot owner of record, shall accompany such written notice. Such affidavit shall be recorded in the Office of the Allegan County Register of Deeds prior to the commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing the notice. If the delinquency is not cured within the ten (10) day period, the Developer and/or the Association may take such remedial actions as may be available to it hereunder or under Michigan law. In the event the Developer and/or the Association elect to foreclose the lien by advertisement, the Developer and/or the Association shall so notify the lot owner, and shall inform him that he may request a judicial hearing by bringing suit against the Developer and/or the Association. The expenses incurred in collecting unpaid assessments or other amounts due, including interest, costs, reasonable attorney's fee (not limited to statutory fees) and advances for taxes or other liens paid by the Developer and/or the Association to protect its lien, shall be secured by the lien on the subject lot. In addition, a lot owner who is in default in the payment of assessments shall not be entitled to vote at any meeting of the Association so long as the default continues.

If the holder of a first mortgage on a lot obtains title to the lot by foreclosing the mortgage, accepting a deed in lieu of foreclosure or similar remedy, or any other remedy

provided in the mortgage, such person, and its successors and assigns, or other purchaser at a foreclosure sale shall not be liable for unpaid assessments chargeable to the lot which became due prior to the acquisition of title to the lot by such person; provided, however, that such unpaid assessments shall be deemed to be expenses collectible from all of the lot owners, including such person, its successors and assigns, and that all assessments chargeable to the lot subsequent to the acquisition of title shall be the responsibility of such person as hereinbefore provided with respect to all lot owners.

27. **Duration.** These covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until September 30, 2025 after which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years duration unless an instrument signed by two-thirds (2/3) of the then lot owners recorded in the Plat agree to change said covenants and restrictions in whole or in part.

28. **Enforcement.** The provisions of this Declaration shall be enforceable only by the Developer, any owner of a lot in the Plat, by the Association, or any of their respective successors or assigns. Enforcement shall be by proceedings at law or in equity against the person or persons violating or attempting to violate any covenant either to restrain such violation or recover damages. In the event such a proceeding is necessary, the party bringing the enforcement action shall be entitled to recover reasonable costs of litigation, including attorney fees, in the event such party prevails in such action.

29. **Scope.** The provisions of this Declaration shall only apply to Southpointe Trails Plat and shall not apply to any land adjacent thereto owned by Developer. However, Developer reserves the right by amendment to this Declaration to include subsequent phases of Southpointe Trails under the terms of this Declaration.

30. **Amendment.** This Declaration may be amended by an instrument executed by Developer and not less than two-thirds (2/3) of the then lot owners in the Plat and any expanded portion or phase of the Plat. The amendment shall be effective upon recording of such instrument with the Register of Deeds. However, the signature of Developer shall not be required in the event Developer no longer owns any lot in the Plat or any expanded portion of phase of the Plat and has assigned or delegated its authority under this Declaration to the Association. Notwithstanding the foregoing, Developer reserves the right to amend this Declaration without the approval of any lot owner or other person or entity for the purposes of making the covenants, conditions and restrictions contained in this Declaration applicable to the lots in one or more future phases of the Plat. In such event, the term "Plat" shall be deemed to include all lots in all phases of the Plat covered by this Declaration as amended. Notwithstanding any other provision of this Section 30 to the contrary, Section 17 of this Declaration may not be deleted, amended, or otherwise modified without the prior written consent of the Allegan County Health Department.

31. **Governing Law.** This Declaration shall be governed by Michigan law.

32. **Severability.** The unenforceability of any one of these covenants by the judgment of a court shall in no way affect any of the other provisions, which shall remain in full force and effect.

33. **Notices.** All notices given or required to be given under this Declaration shall be in writing and mailed by certified mail, return receipt requested, to the party or persons to be notified at the last known address.

34. **Transfer Taxes.** This Declaration is exempt from transfer taxes pursuant to MCL 207.505(a); MCL 207.526(a).

[Signatures and Notarial Acknowledgements on following page]

IN WITNESS WHEREOF, this Declaration has been executed this 18th day of December, 2008.

BALWAT, L.L.C.,
a Michigan limited liability company

By: JMG Development Company, L.C.,
a Michigan limited liability company

Joy A. Watts
By: Joy A. Watts, as First Trustee
of the Joy A. Watts Trust,
U/A/D December 10, 1998

Its: Member

Its: Member

By: Bex Farms, Inc.,
a Michigan corporation

Daniel Balkema
By: Daniel Balkema

Its: President

Its: Member

STATE OF MICHIGAN }
COUNTY OF Kalamazoo }

The foregoing instrument was acknowledged before me this 18th day of December, 2008, by Joy A. Watts, as First Trustee of the Joy A. Watts Trust, U/A/D December 10, 1998, member of JMG Development Company, L.C., a Michigan limited liability company, which is a member of Balwat, L.L.C., and Daniel Balkema, President of Bex Farms, Inc., a Michigan corporation, which is a member of Balwat, L.L.C., on behalf of Balwat, L.L.C., as the free act and deed of Balwat, L.L.C., by its authority.

Sabrina Kathleen Cary
Sabrina Kathleen Cary, Notary Public
Kalamazoo County, Michigan
My commission expires: 2-21-2012
Acting in Kalamazoo County

Drafted by and when recorded return to:
John Novak, Esq.
MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.
277 South Rose Street, Suite 5000
Kalamazoo, Michigan, 49007

EXHIBIT A- SOUTHPOINTE PARK (PRIVATE)

Part of the Southeast $\frac{1}{4}$ of Section 27, Town 1 North, Range 12 West, Otsego Township, Allegan County, Michigan described as: Commencing at the Southeast corner of said Section 27; thence N $89^{\circ}03'39''$ W along the South line of said Section 1315.91 feet to the Southwest corner of the Southeast $\frac{1}{4}$ of said Southeast $\frac{1}{4}$; thence N $00^{\circ}33'30''$ W along the East $\frac{1}{8}$ line of said Section 633.03 feet to the Point of Beginning of this description; thence N $00^{\circ}33'30''$ W along said $\frac{1}{8}$ line 687.44 feet to the central $\frac{1}{8}$ corner of said Southeast $\frac{1}{4}$; thence N $89^{\circ}02'21''$ W along the South $\frac{1}{8}$ line of said Section 117.67 feet; thence N $00^{\circ}38'02''$ W parallel with the West line of said Southeast $\frac{1}{4}$ 193.75 feet to the South line of Southpointe Trails (proposed – 66 feet wide); then Easterly along said South line 91.77 feet on the arc of a 383.00 foot radius curve to the left with a central angle of $13^{\circ}43'45''$ and a chord bearing N $84^{\circ}07'05''$ E 91.55 feet; thence Easterly along said South line 75.96 feet on the arc of a 317.00 foot radius curve to the right with a central angle of $13^{\circ}43'45''$ and a chord bearing N $84^{\circ}07'05''$ E 75.78 feet; thence S $89^{\circ}01'02''$ E along said South line parallel with the North line of said Southeast $\frac{1}{4}$ 577.44 feet; thence Southeasterly along said South line 172.59 feet on the arc of a 317.00 foot radius curve to the right with a central angle of $31^{\circ}11'41''$ and a chord bearing S $73^{\circ}25'12''$ E 170.47 feet; thence Southeasterly along said South line 210.34 feet on the arc of a 383.00 foot radius curve to the left with a central angle of $31^{\circ}27'56''$ and a chord bearing S $73^{\circ}33'15''$ E 207.70 feet; thence S $00^{\circ}28'57''$ E parallel with the East line of said Section 799.12 feet; thence N $89^{\circ}03'39''$ W 986.75 feet to the point of beginning, containing 20.51 acres.

Southpointe Trails

