



Allegan County MI Register of Deeds
Bob Genetski, Register of Deeds
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OPR LIBER 5030 PAGE 1
Recorded: 05/02/2025 10:03 AM

(17)

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR SOUTHPOINTE TRAILS NO. 2 PLAT

The declaration and covenants that are recorded in 12/27/2024 in Liber 5000, Page 875 are null and void. These restrictions completely replace and supercede the previous restrictions recorded in Liber 5000 Page 875.

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

Lots 38-70, and a private storm retention area, named Storm Water Retention Area East, Southpointe Trails No. 2 Plat, Otsego Township, County of Allegan, State of Michigan, as recorded in the Allegan County Records at Liber 16 of Plats
Pages 86-89

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 restating existing restrictions recorded in Liber 3296 Page 175 on the use of "Southpointe Park (Private)" identified on the Plat of Southpoint Trails recorded at Liber 16, Pages 36 - 38 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.

1
Balwat LLC - 5071 Gull Road - Kalamazoo MI 49048

2. **Dwelling Size.** No single-family dwelling shall exceed two stories in height. 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 house, one thousand one hundred (1100) square feet of area for a three bedroom house, plus an additional one hundred fifty (150) square feet for each bedroom over and above a three bedroom house; 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.
4. **Temporary Structures and Manufactured/Modular Homes.** No trailer, basement, tent, shack, garage or other out-building 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. **Public Utility Easements.** Easements for the installation and maintenance of public 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 As Restricted in the Plat Restrictions Recorded in Liber 3296 Page 175:** The Developer has set aside a portion of the property identified in the Plat of Southpoint Trails recorded at Liber 16, Pages 36 – 38 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:

BEN WILLIAMS, R.E.H.S.



Direct Phone 269-686-4504
 Fax 269-673-4172
 Email: bwilliams@allegancounty.org
 3255 122nd Ave. Ste 200
 Allegan, MI 49010

- (a) No cleaning, 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 foregoing, 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 for Lots 38-70 shall be located in the rear yards and at least 100 feet from any existing well.

i) Lots 38-40 may need to have sewage systems in the front yard (roadside) due to the existing grades of lot and the placement of the sewage system on existing lot 11. Health Department may need to issue a variance from water well to septic tanks to the minimum state isolation requirements to accommodate these three lots.

*Allegan County
 Health Dept
 Review & Approval
 4-18-25
 Ben Williams*

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

18. **Block Grading Plan:** The block grading plan (Exhibit B) 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, planting, 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 for drainage which would later affect surface runoff drainage patterns without the prior written consent of the Drain Commissioner for all portions of the drainage system. Finish grading for home construction shall be completed in conformance with the master drainage plan for the development and in such a manner so as not to create the excessive ponding of stormwater on the sites within the development.

19. **Minimum Floor and Opening Elevation Restrictions:** The lowest allowable floor elevations are set at 2-foot or more above the highest known ground water elevation. The lowest allowable floor and/or opening elevations are set 1-foot or more above design high water level of the stormwater system. These elevations are set to reduce the risk of structural damage and the flooding of building interiors. A waiver from the set elevations may be granted by the Drain Commissioner following receipt of a certification from a professional engineer or surveyor licensed in the State of Michigan demonstrating that the proposed elevation does not pose a risk of flooding. Minimum building floor and opening elevations are indicated on the Block Grading Plan (Exhibit B).

20. **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 the 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 with 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.

21. **Footing Drains and Sump Pumps:** Water from such sources as eave troughs and footing drains shall be directed to laterals provided for the lots. Water from footing drains shall be discharged to the lateral via a sump pump with check valve system, or a gravity system with a double flap gate valve for backflow prevention. If no lateral is provided, the lot owner shall discharge said water in such a manner as to not impact neighboring land or public streets.

Floor drains, laundry facilities or other similar features shall not be connected to a footing drain or sump pump system discharging to footing laterals and the storm sewer system. Laundry facilities and sewage lift pumps must discharge into the sanitary sewage disposal system.

22. **Easements for Rear or Side Yard and Surface Drainage:** Private easements as shown on plat for rear, side yard and surface drainage are for the benefit of upland lots within the subdivision and any improper construction, development, or grading that occurs within these easements will interfere with the drainage rights of those upland lots. Private easements for surface drainage are for the continuous passage of surface water and each lot owner will be responsible for maintaining the surface drainage system across their property. No construction is permitted within a

private easement for rear, side yard and surface drainage. This includes fences, swimming pools, sheds, garages, patios, decks, or any other permanent structure or landscaping features. No dumping of grass clippings, leaves, brush or other refuse is allowed within a drainage easement. These items obstruct drainage, restrict flow and plug culverts. This can lead to higher maintenance costs and cause flooding situations.

Silt fence shall remain in place along the rear yard easement boundary until the lot has been final graded for landscaping and has established growth. Only the portion of silt fence on a lot that has been developed and that has adequate ground cover may be removed.

23. **Soil Erosion and Sedimentation Control Permits:** Each individual lot owner will be responsible for the erosion control measures necessary on their lot to keep loose soil from their construction activities out of the street, catch basins, and off of adjacent property. If any sedimentation in the street, catch basins, or adjacent lots results from construction for a particular site, it is the responsibility of that lot owner to remove the sediment and restore the lot to prevent further erosion. This applies to ALL lot owners.

24. **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 all phases of 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.

25. **Common Areas and Improvements.** All decisions concerning the use, maintenance, and repair of those common areas and improvements within the Plat and of Southpointe Trails recorded at Liber 16, Page 36 - 38, 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 24 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.

26. **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.

27. **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.

28. **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, 2040 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.

29. **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.

30. **Scope.** The provisions of this Declaration shall only apply to Southpointe Trails No. 2 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.

31. **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 or 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.

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

33. **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.

34. **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.

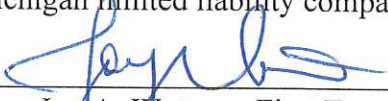
35. **Transfer Taxes.** This Declaration is exempt from transfer taxes pursuant to MCL 207.505(a); MCL 207.526(a).

[Signatures and Notarial Acknowledgements on following page]

IN WITNESS WHEREOF, this Declaration has been executed this 18th day of
April 2025.

BALWAT, LLC
a Michigan limited liability company

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


By: Joy A. Watts, as First Trustee
of the Joy A. Watts Trust,
U/A/D December 10, 1998 and
amended on January 31, 2018

Its: Member

Its: Member

By: Bex Farms, Inc.
a Michigan corporation


By: Daniel Balkema
Its: President

Its: Member

STATE OF MICHIGAN }
 }
COUNTY OF KALAMAZOO }

The foregoing instrument was acknowledged before me this 18th day of April, 2025 by Joy A. Watts, as First Trustee of the Joy A. Watts Trust, U/A/D December 10, 1998 and amended on January 31, 2018, member of JMG Development Company, L.C., a Michigan limited liability company, which is a member of Balwat, L.L.C., a Michigan limited liability company, and Daniel Balkema, President of Bex Farms, Inc., a Michigan corporation, which is a member of Balwat, L.L.C., by its authority.


N. Tolmács, Notary Public
Kalamazoo County, Michigan
My commission expires: 8/12/2030
Acting in Kalamazoo County

Drafted by and when recorded return to:
Joy Watts
Balwat, LLC
5071 Gull Road
Kalamazoo, MI 49048

EXHIBIT A – SOUTHPOINTE PARK

Southpointe Park of Southpointe Trails, recorded in Liber 16 of Plats on
Pages 36-38, Allegan County Records

EXHIBIT B – BLOCK GRADING PLAN

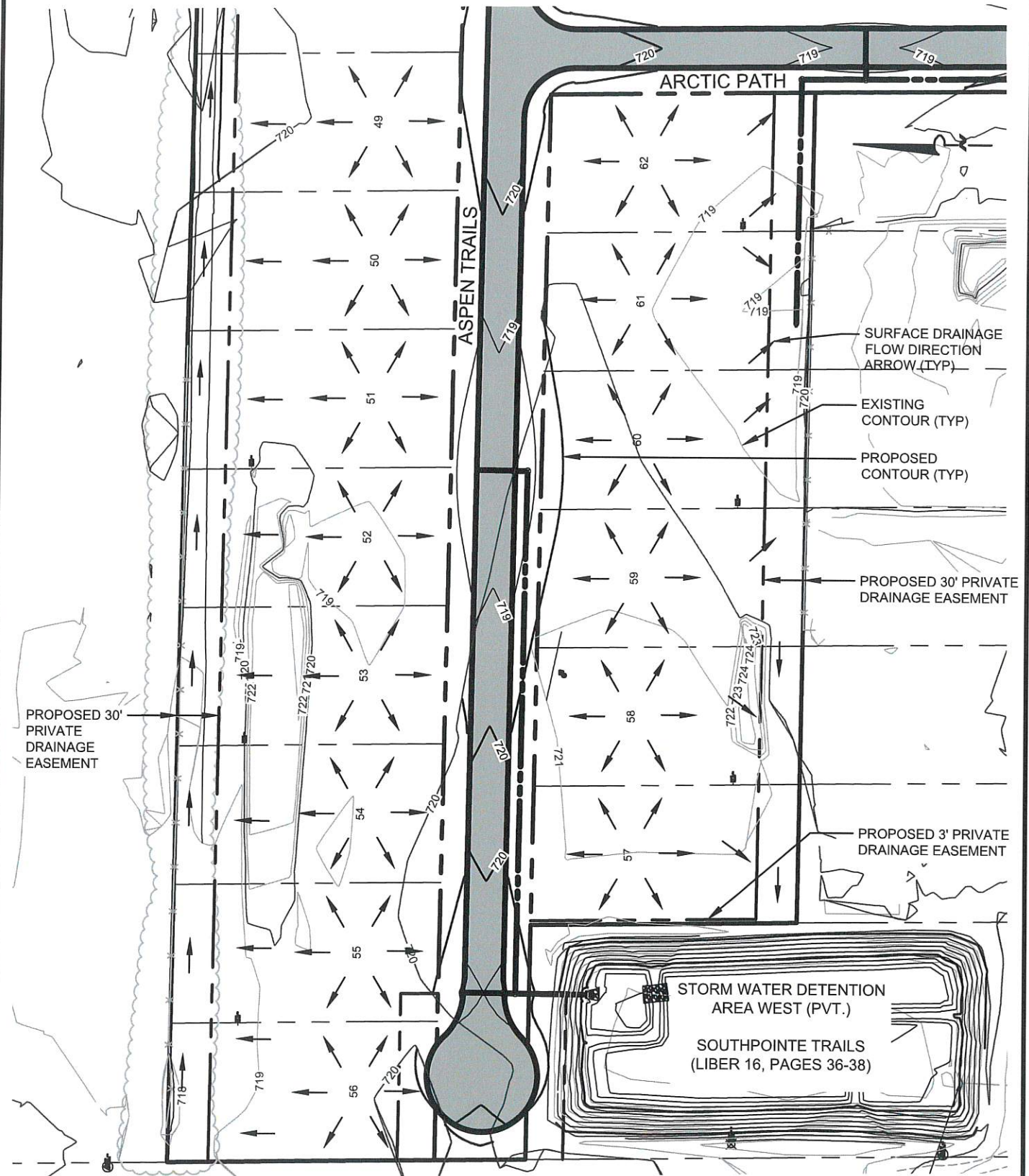
Lots 38 – 70

NAVD88

(FEET)

Lot Number	Elev. @ E/B	Min. Floor Elevation	Min. Opening
		Groundwater/Mounding	1' Above Design HWL of the Storm Water System
38	722.89	712.16	719.00
39	721.04	712.16	719.00
40	719.22	714.60	719.00
41	719.20	713.20	719.00
42	719.37	712.16	719.00
43	718.64	712.16	719.00
44	719.61	712.16	719.00
45	720.06	712.16	719.00
46	719.13	712.16	719.00
47	719.39	712.16	719.00
48	720.29	712.16	719.00
49	720.40	712.16	718.00
50	719.40	712.16	718.00
51	718.40	712.16	718.00
52	718.37	712.16	718.00
53	719.37	712.16	718.00
54	720.16	712.16	718.00
55	719.09	712.16	718.00
56	719.64	712.16	718.00
57	719.97	715.00	718.00
58	719.67	713.40	718.00
59	718.67	712.16	718.00
60	718.19	712.16	718.00
61	719.11	712.16	718.00
62	720.11	712.16	718.00
63	719.90	712.16	719.00
64	719.08	712.16	719.00
65	719.46	712.16	719.00
66	720.25	712.16	719.00
67	719.08	712.16	719.00
68	718.76	712.16	719.00
69	719.63	712.16	719.00
70	718.89	712.16	719.00

All lots may have standard basements, respecting the above minimum floor elevation.

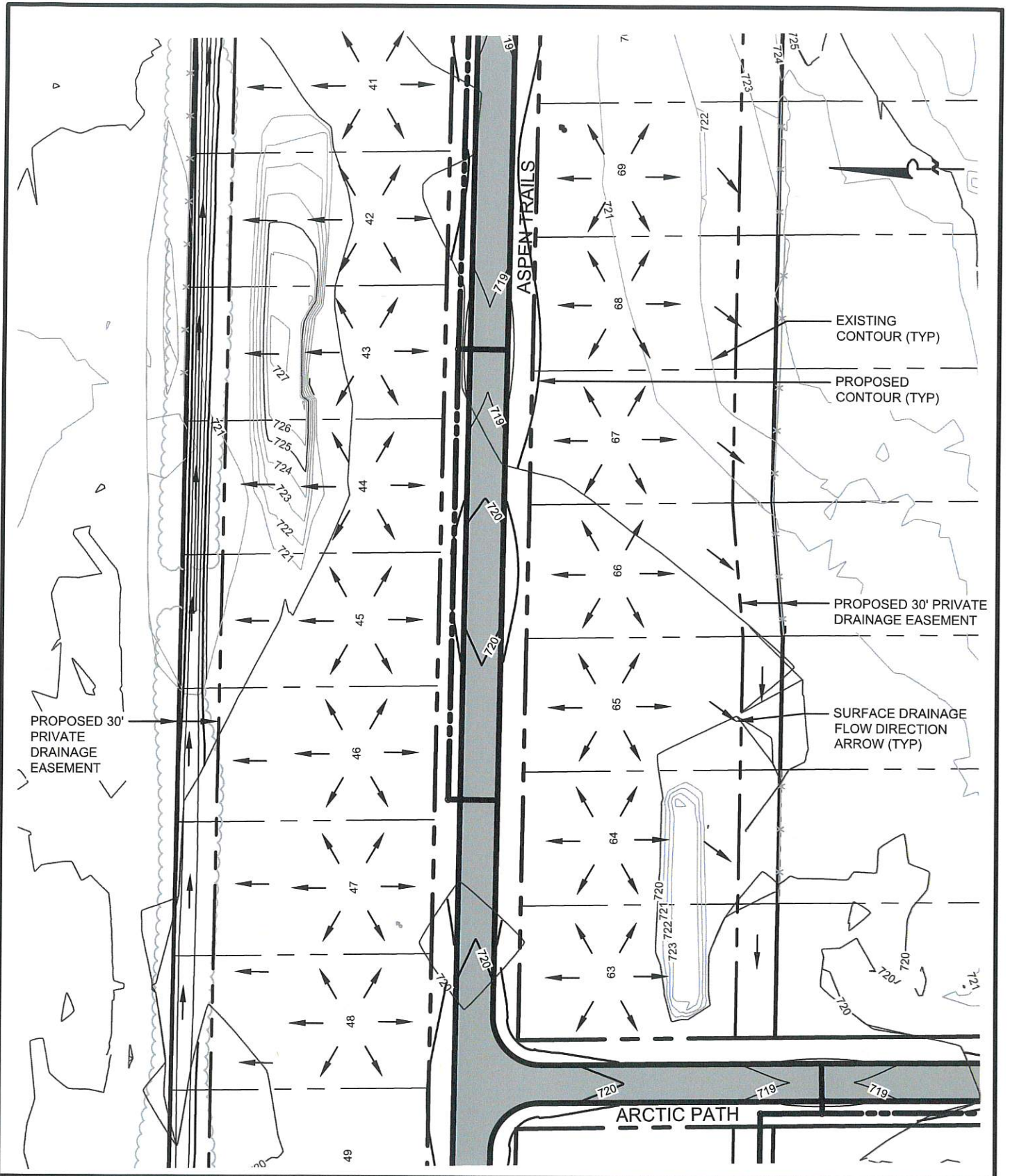


W+ WIGHTMAN
 433 E. RANSOM ST. KALAMAZOO, MI. 49007
 269.327.3532
 www.gowightman.com

CLIENT: BALWAT, LLC
 PROJECT: SOUTHPONTE TRAILS PHASE II
 JOB No: 214158
 DATE: OCTOBER, 2022
 SCALE: 1" = 100'

BLOCK GRADING PLAN
 LOTS 38-70
 (NAVD88)
 (FEET)

2 OF 4





433 E. RANSOM ST. KALAMAZOO, MI. 49007
269.327.3532
www.gowightman.com

CLIENT: BALWAT, LLC
PROJECT: SOUTHPOINTE TRAILS PHASE II
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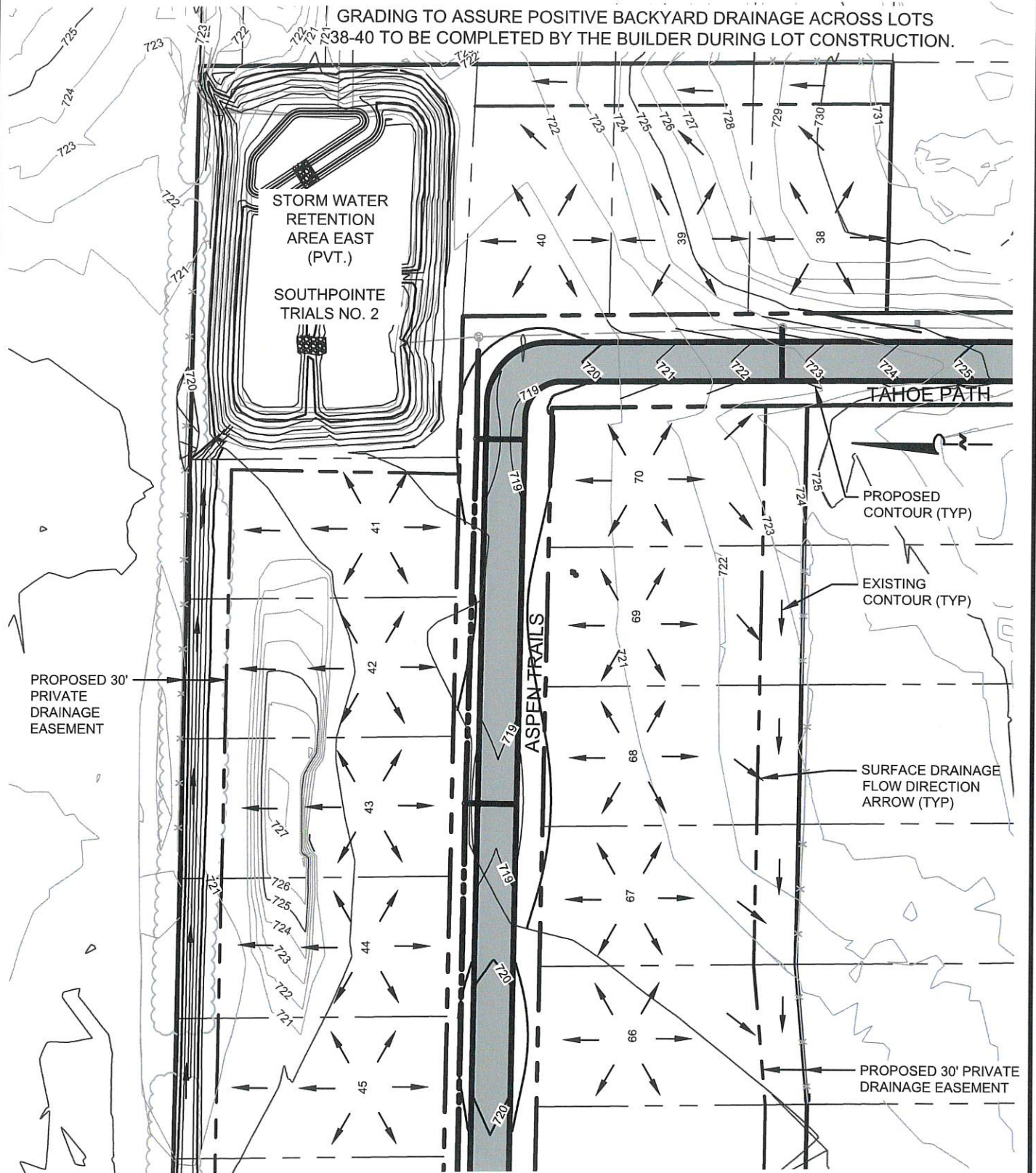
BLOCK GRADING PLAN
LOTS 38-70
(NAVD88)
(FEET)

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3 OF 4

GRADING TO ASSURE POSITIVE BACKYARD DRAINAGE ACROSS LOTS 38-40 TO BE COMPLETED BY THE BUILDER DURING LOT CONSTRUCTION.



W+ WIGHTMAN
 433 E. RANSOM ST. KALAMAZOO, MI. 49007
 269.327.3532
 www.gowightman.com

CLIENT: BALWAT, LLC
 PROJECT: SOUTHPOINTE TRIALS PHASE II
 JOB No: 214158
 DATE: OCTOBER, 2022
 SCALE: 1" = 100'

BLOCK GRADING PLAN
 LOTS 38-70
 (NAVD88)
 (FEET)



Allegan County MI Register of Deeds
Bob Genetski, Register of Deeds
Document # 2025007542
OPR LIBER 5033 PAGE 495
Recorded: 05/15/2025 11:04 AM

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**FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR SOUTHPOINTE TRAILS NO. 2 PLAT**

THIS FIRST AMENDMENT to Declaration of Covenants, Conditions and Restrictions for Southpointe Trails No. 2 Plat is executed as of the 15th day of May, 2025, by Balwat, L.L.C., a Michigan Limited Liability Company, whose address is 5071 Gull Road, Kalamazoo, Michigan 49048 ("Developer") and Southpointe Trails Homeowners Association, a Michigan nonprofit corporation, of 5071 Gull Road, Kalamazoo, Michigan 49048 ("Association").

RECITALS

- A. Developer is the developer of a plat recorded in the office of the Allegan County Register of Deeds in Liber 16 of Plats, Pages 86 to 89 pertaining to certain real property located in Otsego Township, Allegan County, Michigan legally described as Lots 38-70, Southpointe Trails No. 2 Plat (the "No. 2 Plat") and is the owner of all lots in the No. 2 Plat.
- B. Developer recorded in the Office of the Allegan County Register of Deeds in Liber 5030, Page 1 (Document No. 2025006773) a "Declaration of Covenants, Conditions and Restrictions for Southpointe Trails No. 2 Plat" (the "Declaration").
- C. Association is the Michigan nonprofit corporation established to serve as the association of owners of lots in the No. 2 Plat and of the owners of the lots in all other phases of the development known as "Southpointe Trails."
- D. Developer and Association entered into a "Mailbox Cluster Easement Agreement" on October 7, 2024 (the "Mailbox Agreement"). The Mailbox Agreement was recorded in the Office of the Allegan County Register of Deeds in Liber 4979, Pages 847 – 851.
- E. Developer and Association have agreed to amend the Declaration in order to acknowledge and implement the provisions of the Mailbox Agreement.

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PROVISIONS

For valuable consideration of less than \$100 (this document is exempt from State and County Transfer Tax by reason of MCLA 207.526(a) and MCLA 207.505(a), respectively), Developer and Association agree as follows:

1. **Mailbox Cluster Expenses.** The Declaration is amended by adding the following Section 36:

36. **Mailbox Cluster Expenses.** Notwithstanding the provisions of Section 26 of the Declaration and all other provisions of the Declaration and of all other documents pertaining to any of the phases of the development known as "Southpointe Trails," all expenses pertaining to the operation, maintenance, repair, insurance, and replacement of the mailboxes and related components of the mailboxes installed pursuant to the Mailbox Agreement arising after the initial installation of the mailboxes by Developer (plus reasonable amounts assessed by the Association yearly or from time-to-time as determined by the Board of Directors to be held in reserve to be used for major repairs and replacements) shall be paid in advance to, or reimbursed to, the Association on an equal basis by, and only by, the owners of the lots in the No. 2 Plat and not by the owners of any lot in any other phase of Southpointe Trails; provided, however, that the Developer shall have no obligation to contribute to the payment of any such expenses, and further provided that if it can be shown to the reasonable satisfaction of the Board of Directors of the Association that any such expenses for operation, maintenance, repair, insurance, or replacement were necessitated or incurred because of the act or neglect of any lot owner or person or animal for whom the lot owner is responsible, then such expenses shall be paid by or reimbursed by that lot owner and other person only. The Association shall have the same rights and remedies to collect from the pertinent lot owners the mailbox cluster expenses set forth in this Section as are contained in or referenced by Section 27 of the Declaration and the Board of Directors of the Association shall have the sole reasonable discretion to make all decisions pertaining to the subject matter described in this Section 36.

2. **Notice to First Phase Owners.** Developer or Association shall deliver a copy of this recorded document to the owner of each lot in the first phase of Southpointe Trails in order to notify the owners of the existence of this document.
3. **Confirmation of Other Provisions.** All provisions of the Declaration not affected by this document are ratified and confirmed.

Developer and Association have executed this First Amendment to Declaration as of the date set forth in the opening paragraph.

DEVELOPER:

ASSOCIATION:

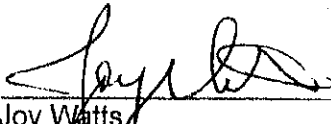
BALWAT, LLC

SOUTHPOINTE TRAILS
HOMEOWNERS ASSOCIATION

By:

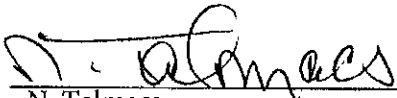

Matthew Watts
Its: Member

By:


Joy Watts
Its: President

STATE OF MICHIGAN)
Kalamazoo COUNTY)

Acknowledged before me in Kalamazoo County, Michigan on May
15th, 2025, by Matthew Watts, as Member of Balwat, LLC, on behalf of the
company, and by Joy Watts as President of Southpointe Trails Homeowners
Association, on behalf of the Association.


N. Tolmács

Notary Public, State of Michigan, County of Kalamazoo
Acting in Kalamazoo County, Michigan
My Commission expires: 8/12/2030

DRAFTED BY AND WHEN RECORDED RETURN TO:

✓ Joy Watts
Southpointe Trails Homeowners Association
5071 Gull Road
Kalamazoo, MI 49048