

STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF MONTCALM

LAKE SHORES ASSOCIATION,
Plaintiff

Case No.: 12-16560-CH
Honorable Suzanne Hoseth Kreeger

v.

CHRIS CHASE, CHRIS S. CHASE FAMILY
ENTERPRISES, LLC, and CLEAR WATER
DEVELOPMENT CORPORATION,
Defendants

**JUDGMENT FOLLOWING PLACEMENT
OF SETTLEMENT TERMS ON THE
RECORD ON JUNE 24, 2014**

CHRIS S. CHASE FAMILY
ENTERPRISES, LLC,
Counter-Plaintiff

A TRUE COPY
Suzanne Kreeger
CLERK OF MONTCALM COUNTY

v.

LAKE SHORES ASSOCIATION,
Counter-Defendant

CLEAR WATER DEVELOPMENT
CORPORATION,
Counter-Plaintiff

v.

LAKE SHORES ASSOCIATION,
Counter-Defendant

BRIAN D. VINCENT (P34303)
RYAN McKNIGHT (P77241)
BRIAN D. VINCENT PLC
Attorney for Plaintiff
623 Windsor Terrace, SE
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(616) 608-4440

PHILIP L. ELLISON (P74117)
OUTSIDE LEGAL COUNSEL PLC
Attorney for Defendant CSC-LLC
Attorney for Defendant Clear Water
Attorney for Kenneth and Julie Ek
Attorney for Robert and Sarah Ek
PO Box 107 · Hemlock, MI 48626
(989) 642-0055

**JUDGMENT FOLLOWING PLACEMENT OF
SETTLEMENT TERMS ON THE RECORD ON JUNE 24, 2014**

NOW COME LAKE SHORES ASSOCIATION, CHRIS S. CHASE FAMILY ENTERPRISES, LLC (formerly known as CHRIS S. CHASE FAMILY LIMITED PARTNERSHIP, see MCL 450.4707), CLEAR WATER DEVELOPMENT CORPORATION, CAROLYN SUE CHASE TRUST, KENNETH EK, JULIE EK, ROBERT EK, and SARAH EK and hereby consent to the entry of this Consent Judgment, to effectuate the relevant portions of the signed Settlement Agreement, entered into among the parties and close this case from the Court's docket.

THEREFORE, IT IS ORDERED AND ADJUGED:

1. KENNETH EK, JULIE EK, ROBERT EK, SARAH EK, and the CAROL SUE CHASE TRUST are hereby added as parties pursuant to this agreement and MCR 2.207 for purposes of this Consent Judgment only.

WEST SUWANEE TRAIL:

2. On May 15, 2014, the Montcalm County Circuit Court imposed an injunction pursuant to MCR 3.411 against the Defendants along with their purchasers and assigns enjoining construction upon the West Suwanee Trail parcels. The Montcalm County Circuit Court has since dissolved said injunction in full, by judicial order. It is the intention of the parties that said injunction be and continue to be dissolved.

Robert and Sarah Ek Property – Parcel 1

3. Robert and Sarah Ek are the current owners of property located on West Suwanee Trail in Township of Winfield, County of Montcalm, State of Michigan, and is described for tax purposes as parcel # 59-020-019-012-01 with an unidentified common address of upon West Suwanee Trail, Howard City, Michigan (hereinafter "RS-Ek Property"). For demonstrative purposes, the RS-Ek Property is generally identified as Parcel 1 in the attached survey labeled as Exhibit A.
4. LSA acknowledges and confirms that Robert and Sarah Ek have and will continue to have into the future the right to sell, construct on, and/or otherwise develop RS-Ek Property, subject to application and approval of local, state, and federal laws, and in compliance with Lakeshore Association regulations as they relate to setbacks and square footage. Upon the effective date of the future attachment of the 1966 Covenants and Restrictions, as provided herein, the RS-EK Property shall be exclusively subject to the 1966 Covenants and Restrictions.
5. The 1966 Covenants and Restrictions shall attach to the RS-Ek Property upon any of the following events occurring:

- a. on April 15, 2016, the 1966 Covenants and Restrictions shall be attached to RS-Ek Property; or
 - b. sale and/or conveyance any of the following properties to non-family members before April 15, 2016:
 - i. RS-Ek Property; or
 - ii. any property which has attached and running with the land the 1966 Covenants and Restrictions; or
 - c. any date prior to the two previous occurrences at the option of Parcel 1 Owner.
6. Robert and Sarah Ek will notify any potential buyers of the restrictions on the property and the requirements of the 1966 Covenants and Restrictions by providing a copy of the 1966 Covenants and Restrictions and LSA's bylaws.
 7. RS-Ek Property will convey by quitclaim deed, in a form to be recorded with the Montcalm County Register of Deeds, a strip, ~~five (5) feet wide~~, of the RS-Ek Property bordering Indian Lake to LSA, as a "greenbelt", and as contemplated by the 1975 Turnover Agreement. SHK
 8. LSA shall grant, in a form to be recorded with the Montcalm County Register of Deeds, an express easement providing for full riparian rights where such greenbelt abuts against Indian Lake for the RS-Ek Property, including but not limited to the right to place a dock, on or across the greenbelt referenced in the preceding paragraph.
 9. Robert and Sarah Ek shall grant an express easement, in a form to be recorded with the Montcalm County Register of Deeds, to LSA, for the benefit of its members in good standing, across the RS-Ek Property, in order to traverse a walking path with a minimum of eight (8) feet in width. The walking path shall connect with the walking path located on abutting properties, and shall constitute a continuous pathway around the lake.
 10. Robert and Sarah Ek shall have the ability to change, move, and/or manipulate the course of the walking path in order to comply with local, state, and federal regulations and/or reasonable aesthetics and conveniences, but said walking path must remain continuously, and easily, traversable by the members in good standing of the LSA, and will be reduced to an express recordable easement which shall be filed with the Montcalm County Register of Deeds against the property.

Kenneth and Julie Ek Property – Parcel 2

11. Kenneth and Julie Ek are the owners of property located on West Suwanee Trail in Township of Winfield, County of Montcalm, State of Michigan, and is described for tax purposes as parcel # 59-020-019-012-02 with a common address of 8984 West Suwanee Trail, Howard City, Michigan (hereinafter "KJ-Ek Property"). For demonstrative purposes, the KJ-Ek Property is generally identified as Parcel 2 in the attached survey labeled as Exhibit A.
12. LSA acknowledges and confirms that Kenneth and Julie Ek have and will continue to have into the future the right to sell, construct on, and/or otherwise develop RS-Ek Property, subject to application and approval of local, state, and federal laws and in compliance with Lakeshore Association regulations as they relate to setbacks and square footage. Upon the effective date of the future attachment of the 1966 Covenants and Restrictions, as provided herein, the KJ-EK Property shall be exclusively subject to the 1966 Covenants and Restrictions.
13. The 1966 Covenants and Restrictions shall attach upon the KJ-Ek Property upon any of the following events occurring:
 - a. on April 15, 2016, the 1966 Covenants and Restrictions shall be attached to KJ-Ek Property; or
 - b. sale and/or conveyance any of the following properties to non-family members before April 15, 2016:
 - i. KJ-Ek Property; or
 - ii. any property which has attached and running with the land the 1966 Covenants and Restrictions; or
 - c. any date prior to the two previous occurrences at the option of Kenneth and Julie Ek.
14. Kenneth and Julie Ek will notify any potential buyers of the restrictions on the property and the requirements of the 1966 Covenants and Restrictions by providing a copy of the 1966 Covenants and Restrictions and LSA's bylaws.
15. Kenneth and Julie Ek will convey by quitclaim deed, in a form to be recorded with the Montcalm County Register of Deeds, a strip, ~~five (5) feet wide~~, of the KJ-Ek Property bordering Indian Lake to LSA as a "greenbelt" as contemplated by the 1975 Turnover Agreement. SHK

16. LSA shall grant, in a form to be recorded with the Montcalm County Register of Deeds, an express easement providing for full riparian rights for the KJ-Ek Property, including but not limited to the right to place a dock, on or across the greenbelt referenced in the preceding paragraph.
17. Kenneth and Julie Ek shall grant an express easement, in a form to be recorded with the Montcalm County Register of Deeds, to LSA, for the benefit of its members in good standing, across the KJ-Ek Property, in order to traverse a walking path with a minimum of eight (8) feet in width. The walking path shall connect with the walking path located on abutting properties, and shall constitute a continuous pathway around the lake.
18. Kenneth and Julie Ek shall have the ability to change, move, and/or manipulate the course of the walking path in order to comply with local, state, and federal regulations and/or reasonable aesthetics and conveniences, but said walking path must remain continuously, and easily, traversable by the members in good standing of the LSA, and will be reduced to an express recordable easement which shall be filed with the Montcalm County Register of Deeds against the property.

^{CHASE}
Carolyn Sue Trust Property – Parcel 3

SHK

19. The Carolyn Sue Chase Trust ("CSCT") is the owner of property located on West Suwanee Trail in Township of Winfield, County of Montcalm, State of Michigan, and is described for tax purposes as parcel # 59-020-019-012-03 with a common address of 8988 West Suwanee Trail, Howard City, Michigan (hereinafter "CSCT Property"). For demonstrative purposes, the CSCT Property is generally identified as Parcel 3 in the attached survey labeled as Exhibit A.
20. LSA acknowledges and confirms that CSCT has and will continue to have into the future the right to sell, construct on, and/or otherwise develop CSCT Property, subject to application and approval of local, state, and federal laws and in compliance with Lakeshore Association regulations as they relate to setbacks and square footage. Upon the effective date of the future attachment of the 1966 Covenants and Restrictions, as provided herein, the CSCT Property shall be exclusively subject to the 1966 Covenants and Restrictions.
21. The 1966 Covenants and Restrictions shall attach to the CSCT Property upon any of the following events occurring:
 - a. on April 15, 2016, the 1966 Covenants and Restrictions shall be attached to CSCT Property; or
 - b. sale and/or conveyance any of the following properties to non-family members before April 15, 2016:

- i. CSCT Property; or
 - ii. any property which has attached and running with the land the 1966 Covenants and Restrictions; or
- c. any date prior to the two previous occurrences at the option of CSCT,
22. CSCT will notify any potential buyers of the restrictions on the property and the requirements of the 1966 Covenants and Restrictions by providing a copy of the 1966 Covenants and Restrictions and LSA's bylaws.
23. CSCT shall convey by quitclaim deed, in a form to be recorded with the Montcalm County Register of Deeds, a strip, ~~five (5) feet wide~~, of the CSCT Property bordering Indian Lake to LSA, as a "greenbelt", and as contemplated by the 1975 Turnover Agreement. SHK
24. LSA shall grant, in a form to be recorded with the Montcalm County Register of Deeds, an express easement providing for full riparian rights for the CSCT Property, including but not limited to the right to place a dock, on or across the greenbelt referenced in the preceding paragraph.
25. CSCT shall grant an express easement, in a form to be recorded with the Montcalm County Register of Deeds, to LSA, for the benefit of its members in good standing, across the CSCT Property, in order to traverse a walking path with a minimum of eight (8) in width. The walking path shall connect with the walking path located on abutting properties, and shall constitute a continuous pathway around the lake.
26. CSCT shall have the ability to change, move, and/or manipulate the course of the walking path in order to comply with local, state, and federal regulations and/or reasonable aesthetics and conveniences, but said walking path must remain continuously, and easily, traversable by the members in good standing of the LSA, and will be reduced to an express recordable easement which shall be filed with the Montcalm County Register of Deeds against the property.

EAST SUWANEE TRAIL:

27. CSCFE, pursuant to MCL 450.4707, is the owner of property located at the end of East Suwanee Trail in Township of Winfield, County of Montcalm, State of Michigan, described in Exhibit B.
28. LSA acknowledges and confirms that CSCFE has and will continue to have into the future the right to sell, construct on, or otherwise develop the Exhibit B Property, and will include the same within the Indian Lake Development.

29. CSCFE may (and it is its intent to) split the Exhibit B Property into no more than three (3) lots, each being less than 2 acres in size, being the area depicted in the attached proposed survey as Exhibit B (hereinafter "East Suwanee Parcels"). However, the exact division of the properties into no more than three (3) lots shall be further subject to revision as required by any federal, state, or local legal requirements.
- 6-months or within a timeframe that is practical* SHK
30. CSCFE, within ~~ten (10) days~~ of the filing of this Judgment, shall convey by quitclaim deed a strip of the Southern most five (5) feet of the East Suwanee Parcels to LSA as a "greenbelt" as contemplated by the 1975 Turnover Agreement. The greenbelt shall extend across the entire Southern border of the East Suwanee Parcel(s).
- 6-months or within a timeframe that is practical* SHK
31. LSA, within ~~ten (10) days~~ of the filing of this Judgment, shall grant, in a form to be recorded with the Montcalm County Register of Deeds, an express easement over the greenbelt, as defined above, for the benefit of the East Suwanee Parcel or any resulting parcels created from the split of the East Suwanee Parcel. The easement shall provide full riparian rights to the East Suwanee Parcel as a result of the greenbelt abutting against Indian Lake, including the right to erect dock(s), on or across the greenbelt referenced in the preceding paragraph, and shall allow those properties to receive full riparian rights and access to Indian Lake. However, the LSA's easement across the greenbelt shall not provide the East Suwanee Parcel(s) with the ability to construct on, erect a dock over or interfere with LSA property.
32. CSCFE shall grant an express easement, in a form to be recorded with the Montcalm County Register of Deeds, to LSA, for the benefit of its members in good standing, across the East Suwanee Parcels, in order to traverse a walking path with a minimum of eight (8) feet in width. The walking path shall connect with the walking path located on the abutting properties, and shall constitute a continuous pathway around the lake.
33. CSCFE shall have the ability to change, move, and/or manipulate the course of the walking path in order to comply with local, state, and federal regulations and/or reasonable aesthetics and conveniences, but said walking path must remain continuously, and easily, traversable by the members of the Lake Shore Association.
34. As part-and-parcel of this Agreement, LSA has agreed to pay the sum of five thousand dollars and no cents (\$5,000.00) to the Mildred L. Holtvluwer Trust and its counsel.
35. As part-and-parcel of this Agreement, CSCFE has agreed to pay the sum of thirty-five thousand dollars and no cents (\$35,000.00) to LSA and its counsel.

36. As part-and-parcel of this Agreement, CSCFE has agreed to pay the sum of twenty-five thousand dollars and no cents (\$25,000.00) to the Mildred L. Holtvluwer Trust and its counsel.
37. LSA further promises and expressly warrants not to offer any opposition or challenge to request(s) made or to be made by CSCFE, or immediate successors-in-interest, for the rezoning of certain properties and/or to split certain property into no more than three (3) individual parcel(s) by one or more application(s) to the required governmental entity as to the property referenced in Exhibit B. All parties hereto agree that any construction and/or development of this property in Exhibit B shall be subject to the LSA rules, including but not limited to, the architectural committee requirements for construction and setbacks.

CLEAR WATER DEVELOPMENT CORPORATION:

38. As part of this litigation, Clear Water Development Corporation ("CWDC") claimed a continuing and exclusive interest in two (2) board seats on the Lake Shore Association's Board of Directors pursuant to the 1975 Turnover Agreement
39. CWDC hereby relinquishes any remaining claim to any LSA Board seats that it may claim pursuant to the 1975 Turnover Agreement, or otherwise.
40. Nothing in this Judgment shall be construed to prevent representatives, heirs, assigns, and/or successors of CWDC from properly running for a Lake Shore Association Board Seat, pursuant to all rules governing LSA elections.
41. LSA hereby confirms and acknowledges that any person's or persons' association, employment, or involvement with CWDC is not grounds for disqualification to run for any LSA Board seat(s).
42. CWDC hereby waives and relinquishes any remaining claim to add any additional property to the Indian Lake Development in any way, including but not limited to, execution of any Supplementary Declaration of Covenants and Restrictions as provided by the 1975 Turnover Agreement.

CONSENSUS AGREEMENTS:

43. All parties to this Judgment hereby agree that the Indian Lake Development is identified as those parcels described in the attached Exhibit C, and constitutes the complete, entire, and final area known as the Indian Lake Development.

44. All parties agree that the walk path, as defined and granted by express easement, shall constitute a continuous path stretching across Parcel 1, Parcel 2, Parcel 3 (as defined in Exhibit A), and the East Suwanee Parcel (as defined in Exhibit B), including any subdivided parcels of the East Suwanee Parcel.
45. All parties to this Judgment hereby agree that upon full payment and complete satisfaction of the terms listed above, each party shall waive, release and forever discharge, with prejudice, all other parties to this Agreement for any claims of liability, damages, or equitable rights arising out of any and all claims, demands, causes of action or suits of any kind or nature which may now exist between the parties, its members, officers, successors, affiliates, assigns, heirs and/or agents, including under the 1975 Turnover Agreement.
46. This Judgment represents a compromise of disputed claims and any alleged liability on the part of the parties is expressly denied.
47. Each party hereby affirms and acknowledges that they have read the foregoing Agreement, that each acknowledge to have had the right to be advised by attorney(s) regarding its terms, that they fully understand the meaning of the terms of this Agreement, and that this Agreement is a voluntary, full, and final compromise, release and settlement of claims, demands, injuries, damages, actions or causes of action, known or unknown regarding the Litigation, that the parties herein have against one another, in lieu of further litigation.
48. This Judgment is the product of negotiation between the parties. In the event of a dispute concerning the interpretation of this Agreement or of any of its terms or provisions, the Judgment shall be deemed to have been drafted jointly by all parties and shall not be more strictly construed against any party.
49. No amendment, change, or modification of this Judgment, or waiver of any provision of this Agreement, shall be valid unless it is in writing, signed by all parties or by a party's respective successors and/or assigns. The parties agree not to make any claim at any time or place that this Agreement has been orally modified in any respect whatsoever.
50. Should any provision of this Judgment be declared or determined by any court of competent jurisdiction to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term or provision shall be deemed not to be part of this Agreement and all other valid provisions shall survive and continue to bind the parties.
51. This Judgment shall be construed and enforced in accordance with the laws of the State of Michigan, without giving effect to the conflict of laws principles of Michigan law. The parties to this Judgment agree that if any dispute arises regarding a breach and/or the interpretation of this Agreement, such dispute will

be resolved in the court of appropriate jurisdiction in Montcalm County, Michigan, to the exclusion of all other forums.

52. Each of the parties hereto shall execute, acknowledge, and deliver to each other as required, any and all deeds, assignments, insurance applications and other instruments of relief, assurance, transfer or conveyance required in order to effectuate the terms and provisions hereof; ~~provided that in the event either of said parties shall fail, refuse or neglect to execute, acknowledge or deliver any instrument required to implement the terms and provisions of this Judgment, then said Judgment shall be self-executing and shall stand in the place and stead of any instruments required hereunder;~~ further, a certified copy of this Judgment may be recorded in the office of the Register of Deeds, Secretary of State, or other public office thereto to have the same force and effect as if such instrument had, in fact, been executed.

SKK

53. This Judgment modifies the Judgment of this Court entered on or about March 19, 1974, case # 3062 to the extent that these terms are now fully enforceable.

54. This Court shall retain jurisdiction of this cause and over the parties herein for the purpose of assuring compliance with the provisions of the Judgment. This Court reserves the right to make such other and further Orders that it shall deem necessary to implement this Judgment which are not otherwise inconsistent with any terms thereof.

55. Each party shall execute, sign and deliver any and all necessary deeds, titles, certificates, documents or other papers necessary to give effect to the property settlement of the Judgment.

GENERAL DEFINITIONS:

56. The "Agreement" shall mean this Settlement Agreement.

57. The "1966 Covenants and Restrictions" shall mean those deed restrictions recorded at Liber 428, Page 163 in the Montcalm County Register of Deeds

58. The "1975 Turnover Agreement" shall mean the agreement between certain parties dated May 16, 1975 between STANLEY A. CHASE and HARRIET CHASE, husband and wife, and CLEAR WATER DEVELOPMENT CORP., a Michigan Corporation, hereinafter collectively called "Clear Water", and the following: INDIAN LAKE IMPROVEMENT COMMITTEE, LAKE SHORES ASSOCIATION, a Non-Profit Michigan Corporation, and ALL THE PLAINTIFFS in *Kalish, et al vs. Chase, et al*, Montcalm County Circuit Court File No. 3062, a copy of which is attached hereto.

59. "CSCFE" shall mean the Chris S. Chase Family Enterprises, LLC, a Michigan limited liability company, being an entity converted from Michigan Limited

Partnership on February 7, 2014 formally known as the Chris S. Chase Family Limited Partnership, which was converted pursuant to Mich. Comp. Laws § 450.4707 (2014)

THIS COURT RETAINS JURISDICTION TO THE EXTENT NECESSARY TO ANSWER COMPLAINTS WITH THE TERMS OF THIS JUDGMENT

Chris S. Chase Family Enterprises, LLC

Signature – Jan Chase, Manager Date
Chris S. Chase Family Enterprises, LLC

Lake Shores Association

Signature – Jim Hutchison, President Date
Lake Shores Association

Lake Shores Association

Signature – Richard Hokanson, Vice President Date
Lake Shores Association

Kenneth Ek

Signature – Kenneth Ek Date

Robert Ek

Signature – Robert Ek Date

Carolyn Sue Chase Trust

Signature – Carolyn Sue Chase, Trustee Date
Carolyn Sue Chase Trust

Estate of Chris S. Chase

Signature – Jan Chase, Personal Rep Date

Clear Water Development Corporation

Signature – Harriet Chase, President Date
Clear Water Development Corporation

Julie Ek

Signature – Julie Ek Date

Sarah Ek

Signature – Sarah Ek Date

IT IS SO ORDERED

Date: 11/23/15



HONORABLE SUZANNE HOSETH KREEGER
CIRCUIT COURT JUDGE

3 of 5

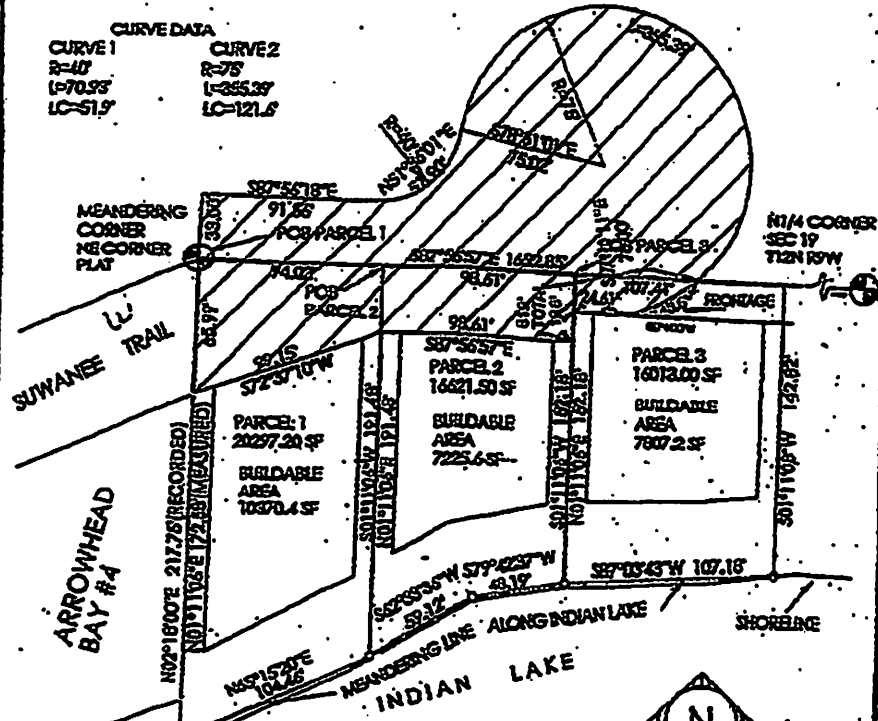
EXHIBIT
A

CRITICAL POINTS OF SURVEY

DESCRIPTION PROVIDED L-786 P-66
 A PARCEL OF LAND LOCATED IN THE NW 1/4 OF THE NW 1/4 OF SECTION 19, T12N R9W, DESCRIBED AS COMMENCING AT THE NORTHEAST CORNER OF LOT 512, ARROWHEAD BAY NO 4; ACCORDING TO THE RECORDED PLAT THEREOF IN THE MONTCALM COUNTY RECORDS, THENCE NORTH TO THE SECTION LINE TO THE POINT OF BEGINNING; THENCE S2°15'W 220 FEET MORE OR LESS TO THE WATER'S EDGE; THENCE EAST 300 FEET; THENCE N2°18'E 220 FEET MORE OR LESS TO THE NORTH SECTION LINE; THENCE WEST ALONG SAID SECTION LINE 300 FEET TO THE POINT OF BEGINNING. EXCEPTING ALL OIL, GAS AND OTHER MINERAL RIGHTS

CURVE DATA

CURVE 1	CURVE 2
R=47	R=75
LC=70.93'	LC=85.39'
LC=51.9'	LC=121.6'



REVISED ROAD TO BE 33 FEET NORTH & SOUTH OF SECTION LINE
 DATE: 03-01-10 | REVISED: 10/27/10 | SCALE: 1" = 60' | CLIENT: CHASE GEORGE | SHEET 1 OF 2
 JOB NO: 101-07-001 | DRAWN BY: WGT

I CERTIFY THAT THIS MAP CORRECTLY REPRESENTS A SURVEY MADE UNDER MY SUPERVISION OF THE LAND DESCRIBED ABOVE IN CONFORMANCE WITH THE REQUIREMENTS OF PUBLIC ACT 212 OF 1970. THE RELATIVE ERROR OF CLOSURE BEING 1 PART IN 20,000, OR LESS THAT 0.19 IF THE PERIMETER OF SURVEY IS LESS THAN 750; THAT THE ENCROACHMENTS AFFECTING SAID LAND, IF ANY, ARE LOCATED AS SHOWN HEREON.

PROFESSIONAL SURVEYOR
 MONTCALM COUNTY
 432 E. MAIN STREET, SUITE 100
 STANTON, MI 49346
 989-831-6322

Tingley & Associates P.C.

0000076

EXHIBIT C

Please see the attached list of properties, and corresponding parcel numbers, including parcel numbers and/or corresponding Indian Lake lot numbers (whether specifically delineated or that have been subject to consolidation), and Certificate of Survey (Exhibit B), which shall hereby be incorporated into the definition of the “Indian Lake Development”, and as such, shall subject the listed properties to the 1966 Covenants and Restrictions as recorded at Liber 428, Page 163 in the Montcalm County Register of Deeds, either upon entry of this Judgment or by operation of the terms of the Judgment Following Placement of Settlement Terms on the Record on June 24, 2014. Specifically, the following properties are subject to the terms of the Judgment Following Placement of Settlement Terms on the Record on June 24, 2014:

1. 059-020-019-012-01 – Please see paragraph 5 of the Judgment Following Placement of Settlement Terms on the Record on June 24, 2014.
2. 059-020-019-012-02 – Please see paragraph 13 of this Judgment Following Placement of Settlement Terms on the Record on June 24, 2014.
3. 059-020-019-012-03 – Please see paragraph 21 of this Judgment Following Placement of Settlement Terms on the Record on June 24, 2014.
4. 059-020-018-022-02 – Please see paragraph 27 – 29 of this Judgment Following Placement of Settlement Terms on the Record on June 24, 2014.

According to the Judgment Following Placement of Settlement Terms on the Record on June 24, 2014, the only portion of section 059-020-018-022-02 which shall be subject to the 1966 Covenants and Restrictions, as recorded at Liber 428, Page 163 in the Montcalm County Register of Deeds, shall be the maximum of 3 lots that may be created at the end of East Suwanee Trail and approximately defined as a triangular portion of property in the attached Certificate of Survey (Exhibit B). The remaining portion of section 059-020-018-022-02 “Sattler Property” (not approximately defined in the attached Certificate of Survey) shall be exempt from any requirement to become subject to the 1966 Covenants and Restrictions as defined in this Judgment Following Placement of Settlement Terms on the Record on June 24, 2014, and are not included as part of the Indian Lake Development.

Upon proper split of parcel 059-020-018-022-02, and identification of the resulting parcel numbers (as approximately identified in the attached Certificate of Survey, Exhibit B), the resulting parcel numbers shall be affixed to this list of properties identified as “Indian Lake Development Parcel List” and subject to the 1966 Covenants and Restrictions. The remainder of parcel 059-020-018-022-02 shall not be subject to the 1966 Covenants and Restrictions by operation of this Judgment and shall be struck from this parcel list.

SEE ATTACHED PARCEL LIST

Indian Lake Development Parcel List
January 19, 2015

020-019-012-01*	020-180-035-00	020-180-073-00	020-182-111-00	020-183-149-00
020-019-012-02*	020-180-036-00	020-182-074-00	020-182-112-00	020-183-150-00
020-019-012-03*	020-180-037-00	020-182-075-00	020-182-113-00	020-183-151-00
020-019-010-10	020-180-038-00	020-182-076-00	020-182-114-00	020-183-152-00
020-180-001-00	020-180-039-00	020-182-077-00	020-182-115-00	020-183-153-00
020-180-002-00	020-180-040-00	020-182-078-00	020-182-116-00	020-183-154-00
020-180-003-00	020-180-041-00	020-182-079-00	020-182-117-00	020-183-155-00
020-180-004-00	020-180-042-00	020-182-080-00	020-182-118-00	020-183-156-00
020-180-005-00	020-180-043-00	020-182-081-00	020-182-119-00	020-183-157-00
020-180-006-00	020-180-044-00	020-182-082-00	020-182-120-00	020-183-158-00
020-180-007-00	020-180-045-00	020-182-083-00	020-182-121-00	020-183-159-00
020-180-008-00	020-180-046-00	020-182-084-00	020-182-122-00	020-183-160-00
020-180-009-00	020-180-047-00	020-182-085-00	020-182-123-00	020-183-161-00
020-180-010-00	020-180-048-00	020-182-086-00	020-182-124-00	020-183-162-00
020-180-011-00	020-180-049-00	020-182-087-00	020-182-125-00	020-183-163-00
020-180-012-00	020-180-050-00	020-182-088-00	020-182-126-00	020-183-164-00
020-180-013-00	020-180-051-00	020-182-089-00	020-182-127-00	020-183-165-00
020-180-014-00	020-180-052-00	020-182-090-00	020-182-128-00	020-183-166-00
020-180-015-00	020-180-053-00	020-182-091-00	020-182-129-00	020-183-167-00
020-180-016-00	020-180-054-00	020-182-092-00	020-182-130-00	020-183-168-00
020-180-017-00	020-180-055-00	020-182-093-00	020-182-131-00	020-183-169-00
020-180-018-00	020-180-056-00	020-182-094-00	020-182-132-00	020-183-170-00
020-180-019-00	020-180-057-00	020-182-095-00	020-182-133-00	020-183-171-00
020-180-020-00	020-180-058-00	020-182-096-00	020-182-134-00	020-183-172-00
020-180-021-00	020-180-059-00	020-182-097-00	020-182-135-00	020-183-173-00
020-180-022-00	020-180-060-00	020-182-098-00	020-182-136-00	020-183-174-00
020-180-023-00	020-180-061-00	020-182-099-00	020-182-137-00	020-183-175-00
020-180-024-00	020-180-062-00	020-182-100-00	020-182-138-00	020-183-176-00
020-180-025-00	020-180-063-00	020-182-101-00	020-182-139-00	020-183-177-00
020-180-026-00	020-180-064-00	020-182-102-00	020-182-140-00	020-183-178-00
020-180-027-00	020-180-065-00	020-182-103-00	020-182-141-00	020-183-179-00
020-180-028-00	020-180-066-00	020-182-104-00	020-182-142-00	020-183-180-00
020-180-029-00	020-180-067-00	020-182-105-00	020-183-142-00	020-183-181-00
020-180-030-00	020-180-068-00	020-182-106-00	020-183-143-00	020-183-182-00
020-180-031-00	020-180-069-00	020-182-107-00	020-183-144-00	020-183-183-00
020-180-032-00	020-180-070-00	020-182-108-00	020-183-145-00	020-183-184-00
020-180-033-00	020-180-071-00	020-182-109-00	020-183-146-00	020-183-185-00
020-180-034-00	020-180-072-00	020-182-110-00	020-183-147-00	020-183-186-00
			020-183-148-00	020-183-187-00

*Please see attached Exhibit D.

** All parcels on this list begin with the prefix 059

Indian Lake Development Parcel List
January 19, 2015

020-183-188-00	020-183-227-00	020-184-265-00	020-184-304-00	020-250-031-00
020-183-189-00	020-183-228-00	020-184-266-00	020-184-305-00	020-250-032-00
020-183-190-00	020-183-229-00	020-184-267-00	020-184-306-00	020-250-033-00
020-183-191-00	020-183-230-00	020-184-268-00	020-184-307-00	020-250-034-00
020-183-192-00	020-183-231-00	020-184-269-00	020-184-308-00	020-250-035-00
020-183-193-00	020-183-232-00	020-184-270-00	020-184-309-00	020-250-036-00
020-183-194-00	020-183-233-00	020-184-271-00	020-184-310-00	020-250-037-00
020-183-195-00	020-183-234-00	020-184-272-00	020-184-311-00	020-250-038-00
020-183-196-00	020-183-235-00	020-184-273-00	020-184-312-00	020-250-039-00
020-183-197-00	020-183-236-00	020-184-274-00	020-250-001-00	020-250-040-00
020-183-198-00	020-183-237-00	020-184-275-00	020-250-002-00	020-250-041-00
020-183-198-01	020-183-238-00	020-184-276-00	020-250-003-00	020-250-042-00
020-183-199-00	020-183-239-00	020-184-277-00	020-250-004-00	020-250-043-00
020-183-200-00	020-183-240-00	020-184-278-00	020-250-005-00	020-250-044-00
020-183-201-00	020-183-241-00	020-184-279-00	020-250-006-00	020-250-045-00
020-183-202-00	020-183-242-00	020-184-280-00	020-250-007-00	020-250-046-00
020-183-203-00	020-183-243-00	020-184-281-00	020-250-008-00	020-250-047-00
020-183-204-00	020-183-244-00	020-184-282-00	020-250-009-00	020-250-048-00
020-183-205-00	020-183-245-00	020-184-283-00	020-250-010-00	020-250-049-00
020-183-206-00	020-183-246-00	020-184-284-00	020-250-011-00	020-250-050-00
020-183-207-00	020-183-247-00	020-184-285-00	020-250-012-00	020-250-051-00
020-183-208-00	020-183-248-00	020-184-286-00	020-250-013-00	020-250-052-00
020-183-209-00	020-183-249-00	020-184-287-00	020-250-014-00	020-250-053-00
020-183-210-00	020-183-250-00	020-184-288-00	020-250-015-00	020-250-054-00
020-183-211-00	020-183-251-00	020-184-289-00	020-250-016-00	020-250-055-00
020-183-212-00	020-184-251-00	020-184-290-00	020-250-017-00	020-250-056-00
020-183-213-00	020-184-252-00	020-184-291-00	020-250-018-00	020-250-057-00
020-183-214-00	020-184-253-00	020-184-292-00	020-250-019-00	020-250-058-00
020-183-215-00	020-184-254-00	020-184-293-00	020-250-020-00	020-250-059-00
020-183-216-00	020-184-255-00	020-184-294-00	020-250-021-00	020-250-060-00
020-183-217-00	020-184-256-00	020-184-295-00	020-250-022-00	020-250-061-00
020-183-218-00	020-184-257-00	020-184-296-00	020-250-023-00	020-250-062-00
020-183-219-00	020-184-258-00	020-184-297-00	020-250-024-00	020-250-063-00
020-183-220-00	020-184-259-00	020-184-298-00	020-250-025-00	020-250-064-00
020-183-221-00	020-184-260-00	020-184-299-00	020-250-026-00	020-250-065-00
020-183-222-01	020-184-261-00	020-184-300-00	020-250-027-00	020-250-066-00
020-183-223-00	020-184-262-00	020-184-301-00	020-250-028-00	020-250-067-00
020-183-224-00	020-184-263-00	020-184-302-00	020-250-029-00	020-250-068-00
020-183-225-00	020-184-264-00	020-184-303-00	020-250-030-00	020-250-069-00
020-183-226-00				

*Please see attached Exhibit D.

** All parcels on this list begin with the prefix 059

Indian Lake Development Parcel List
January 19, 2015

	020-400-035-00	020-400-074-00	020-400-113-00	020-402-148-00
020-250-070-00	020-400-036-00	020-400-075-00	020-400-114-00	020-402-149-00
020-250-071-00	020-400-037-00	020-400-076-00	020-400-115-00	020-402-150-00
020-250-072-00	020-400-038-00	020-400-077-00	020-400-116-00	020-402-151-00
020-250-073-00	020-400-039-00	020-400-078-00	020-400-117-00	020-402-152-00
020-250-074-00	020-400-040-00	020-400-079-00	020-400-118-00	020-402-153-00
020-400-001-00	020-400-041-00	020-400-080-00	020-400-119-00	020-402-154-00
020-400-002-00	020-400-042-00	020-400-081-00	020-400-120-00	020-402-155-00
020-400-003-00	020-400-043-00	020-400-082-00	020-400-121-00	020-402-156-00
020-400-004-00	020-400-044-00	020-400-083-00	020-400-122-00	020-402-157-00
020-400-005-00	020-400-045-00	020-400-084-00	020-400-123-00	020-402-158-00
020-400-006-00	020-400-046-00	020-400-085-00	020-400-124-00	020-402-159-00
020-400-007-00	020-400-047-00	020-400-086-00	020-400-125-00	020-402-160-00
020-400-008-00	020-400-048-00	020-400-087-00	020-400-126-00	020-402-161-00
020-400-009-00	020-400-049-00	020-400-088-00	020-400-127-00	020-402-162-00
020-400-010-00	020-400-050-00	020-400-089-00	020-400-128-00	020-402-163-00
020-400-011-00	020-400-051-00	020-400-090-00	020-400-129-00	020-402-164-00
020-400-012-00	020-400-052-00	020-400-091-00	020-400-130-00	020-402-165-00
020-400-013-00	020-400-053-00	020-400-092-00	020-400-131-00	020-402-166-00
020-400-014-00	020-400-054-00	020-400-093-00	020-400-132-00	020-402-167-00
020-400-015-00	020-400-055-00	020-400-094-00	020-400-133-00	020-402-168-00
020-400-016-00	020-400-056-00	020-400-095-00	020-400-134-00	020-402-169-00
020-400-017-00	020-400-057-00	020-400-096-00	020-400-135-00	020-402-170-00
020-400-018-00	020-400-058-00	020-400-097-00	020-400-136-00	020-402-171-00
020-400-019-00	020-400-059-00	020-400-098-00	020-400-137-00	020-402-172-00
020-400-020-00	020-400-060-00	020-400-099-00	020-400-138-00	020-402-173-00
020-400-021-00	020-400-061-00	020-400-100-00	020-400-139-00	020-402-174-00
020-400-022-00	020-400-062-00	020-400-101-00	020-400-140-00	020-402-175-00
020-400-023-00	020-400-063-00	020-400-102-00	020-402-137-00	020-402-176-00
020-400-024-00	020-400-064-00	020-400-103-00	020-402-138-00	020-402-177-00
020-400-025-00	020-400-065-00	020-400-104-00	020-402-139-00	020-402-178-00
020-400-026-00	020-400-066-00	020-400-105-00	020-402-140-00	020-402-179-00
020-400-027-00	020-400-067-00	020-400-106-00	020-402-141-00	020-402-180-00
020-400-028-00	020-400-068-00	020-400-107-00	020-402-142-00	020-402-181-00
020-400-029-00	020-400-069-00	020-400-108-00	020-402-143-00	020-402-182-00
020-400-030-00	020-400-070-00	020-400-109-00	020-402-144-00	020-402-183-00
020-400-031-00	020-400-071-00	020-400-110-00	020-402-145-00	020-402-184-00
020-400-032-00	020-400-072-00	020-400-111-00	020-409-146-00	020-402-185-00
020-400-033-00	020-400-073-00	020-400-112-00	020-402-147-00	020-402-186-00
020-400-034-00				

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Indian Lake Development Parcel List
January 19, 2015

	020-402-226-00	020-402-265-00	020-402-303-00	020-402-342-00
020-402-187-00	020-402-227-00	020-402-266-00	020-402-304-00	020-402-343-00
020-402-188-00	020-402-228-00	020-402-267-00	020-402-305-00	020-402-344-00
020-402-189-00	020-402-229-00	020-402-268-00	020-402-306-00	020-402-345-00
020-402-190-00	020-402-230-00	020-402-269-00	020-402-307-00	020-402-346-00
020-402-191-00	020-402-231-00	020-402-270-00	020-402-308-00	020-402-347-00
020-402-192-00	020-402-232-00	020-402-271-00	020-402-309-00	020-402-348-00
020-402-193-00	020-402-233-00	020-402-272-00	020-402-310-00	020-402-349-00
020-402-194-00	020-402-234-00	020-402-273-00	020-402-311-00	020-402-350-00
020-402-195-00	020-402-235-00	020-402-274-00	020-402-312-00	020-402-351-00
020-402-196-00	020-402-236-00	020-402-275-00	020-402-313-00	020-402-352-00
020-402-197-00	020-402-237-00	020-402-276-00	020-402-314-00	020-402-353-00
020-402-198-00	020-402-238-00	020-402-277-00	020-402-315-00	020-402-354-00
020-402-199-00	020-402-239-00	020-402-278-00	020-402-316-00	020-018-022-02*
020-402-200-00	020-402-240-00	020-402-279-00	020-402-317-00	
020-402-201-00	020-402-241-00	020-402-280-00	020-402-318-00	
020-402-202-00	020-402-242-00	020-402-281-00	020-402-319-00	
020-402-203-00	020-402-243-00	020-402-281-01	020-402-320-00	
020-402-204-00	020-402-244-00	020-402-282-00	020-402-321-00	
020-402-205-00	020-402-245-00	020-402-283-00	020-402-322-00	
020-402-206-00	020-402-246-00	020-402-284-00	020-402-323-00	
020-402-207-00	020-402-247-00	020-402-285-00	020-402-324-00	
020-402-208-00	020-402-248-00	020-402-286-00	020-402-325-00	
020-402-209-00	020-402-249-00	020-402-287-00	020-402-326-00	
020-402-210-00	020-402-250-00	020-402-288-00	020-402-327-00	
020-402-211-00	020-402-251-00	020-402-289-00	020-402-328-00	
020-402-212-00	020-402-252-00	020-402-290-00	020-402-329-00	
020-402-213-00	020-402-253-00	020-402-291-00	020-402-330-00	
020-402-214-00	020-402-254-00	020-402-292-00	020-402-331-00	
020-402-215-00	020-402-255-00	020-402-293-00	020-402-332-00	
020-402-216-00	020-402-256-00	020-402-294-00	020-402-333-00	
020-402-217-00	020-402-257-00	020-402-295-00	020-402-334-00	
020-402-218-00	020-402-258-00	020-402-296-00	020-402-335-00	
020-402-219-00	020-402-259-00	020-402-297-00	020-402-336-00	
020-402-220-00	020-402-260-00	020-402-298-00	020-402-337-00	
020-402-221-00	020-402-261-00	020-402-299-00	020-402-338-00	
020-402-222-00	020-402-262-00	020-402-300-00	020-402-339-00	
020-402-223-00	020-402-263-00	020-402-301-00	020-402-340-00	
020-402-224-00	020-402-264-00	020-402-302-00	020-402-341-00	
020-402-225-00				

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