

CONSOLIDATING MASTER DEED

NORTHPORT MARINA

ARENAC COUNTY
REGISTER OF DEEDS

Nov 6 1 05 PM '95

RECORDED

This Consolidating Master Deed is made and executed on this 14 day of December, 1994, by William E. Ulrich, hereinafter referred to as "Developer", whose post office address is 740 E. Davison, East Tawas, Michigan 48734, in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended), hereinafter referred to as the "Act".

WITNESSETH:

WHEREAS, the Developer by recording in Liber 194, Pages 648 through 694, Arenac County Records, a Master Deed, together with Bylaws attached thereto as Exhibit A and the Condominium Subdivision Plan attached thereto as Exhibit B, and by preparing the First Amendment to the Master Deed and recording the same in Liber 201, Pages 589 through 599, Arenac County Records, established the real property described in Article II below, as a Condominium Project; and

WHEREAS, Developer desires to consolidate said Master Deed and First Amendment thereto by declaring and recording this Consolidating Master Deed pursuant to the authority reserved to Developer in Article VI of said Master Deed, in order to eliminate now inapplicable portions of the original Master Deed, Bylaws, Condominium Subdivision Plan and any amendments thereto, for ease of future reference.

NOW, THEREFORE, the Developer does, upon the recording hereof, confirm the establishment of Northport Marina as a Condominium Project and does declare that Northport Marina (hereinafter referred to as "Condominium", "Project" or the "Condominium Project") shall, after the recording of this Consolidating Master Deed, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of the Act, and to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Consolidating Master Deed and Exhibits A and B hereto, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer, its successors and assigns, and any persons acquiring or owning an interest in the Condominium Premises, their grantees, successors, heirs, personal representatives and assigns. In furtherance of the completion of the Condominium Project, it is provided as follows:

ARTICLE I

TITLE AND NATURE

The Condominium Project shall be known as Northport Marina, Arenac County Condominium Subdivision Plan No. 4. The Units contained in the Condominium including the number, boundaries, dimensions and area of each Unit therein, are set forth completely in the Condominium Subdivision Plan attached as Exhibit B hereto. The engineering plans were approved by the Township of Sims. Each Unit is capable of individual utilization on account of having its own access to a Common Element of the Condominium Project. Each Co-owner in the Condominium Project shall have an exclusive right to his Unit and shall have undivided and inseparable rights to share with other Co-owners the Common Elements of the Condominium Project as are designated by the Master Deed.

ARTICLE II

LEGAL DESCRIPTION

The land which has been submitted to the Condominium Project, the establishment of which is confirmed by this Consolidating Master Deed, is particularly described as follows:

A parcel of land being a part of Government Lot 3 of Section 17, T19N, R7E, Sims Township, Arenac County, Michigan, described as follows:

Commencing at the NW corner of Government Lot 4, also known as the West 1/4 corner of said Section 17, thence N 88° 48' 24" E 1332.98 feet, thence N 00° 00' 36" E 802.60 feet, thence N 49° 32' 06" E 765.29 feet, thence S 39° 36' 06" E 354.74 feet, thence S 50° 23' 54" W 41.00 feet to the point of beginning: thence S 50° 25' 11" W 478.81 feet (recorded as S 50° 23' 54" W, 479.16 feet), thence S 33° 50' 42" E, 581.25 feet (recorded as thence S 33° 52' 54" E 604.00 feet), thence S 56° 09' 10" W, 15.22 feet (recorded as N 56° 07' 06" E, 15.00 feet); thence S 04° 10' 02" W, 43.13 feet (recorded as N 04° 07' 06" E, 43.15 feet); thence S 51° 05' 08" W, 484.45 feet (recorded as N 51° 05' 26" E, 484.71 feet); thence S 51° 45' 17" W, 108.06 feet (recorded as N 51° 05' 26" E; thence S 35° 55' 21" E, 152.54 feet (recorded as N 35° 49' 34" W 153.32 feet); thence N 54° 46' 49" E, 274.26 feet (recorded as S 54° 22' 46" W, 274.80 feet); thence N 48° 19' 08" E, 232.35 feet (recorded as S 48° 13' 16" W, 232.28 feet); thence S 36° 45' 23" E, 125.87 feet (recorded as N 37° 01' 04" W, 126.16 feet); thence N 53° 04' 21" E, 126.13 feet (recorded as S 52° 58' 56" W); thence N 35° 49' 01" W, 295.20 feet (recorded as S 35° 59' 35" E); thence N 50° 22' 41" E, 539.44 feet (recorded as N 50° 23' 54" E, 539.36 feet); thence N 39° 36' 06" W 600.99 feet to the point of beginning.

together with an easement for ingress and egress over the following described property, to-wit:

A parcel of land being a part of Government Lot 4 of Section 17, Town 19 North, Range 7 East, Sims Township, Arenac County, Michigan described as

follows: Commencing at the Northwest Corner of said Government Lot 4, thence North 88° 48' 24" East 1332.98 feet, thence South 50° 18' 14" East 331.30 feet, thence South 35° 49' 34" East 113.44 feet, to the Point of Beginning; thence North 86° 43' 56" West 76.13 feet, thence South 19° 15' 53" East 33.94 feet, thence South 70° 10' 49" East 87.54 feet, thence North 54° 22' 46" East 295.0 feet, thence North 48° 13' 16" East 231.77 feet, thence North 37° 01' 04" West 17.06 feet, thence South 48° 13' 16" West 232.28 feet, thence South 54° 22' 46" West 274.80 feet, thence North 35° 49' 34" West 39.88 feet to the Point of Beginning.

The above described easement is non-exclusive and the Developer, his heirs and assigns reserve the right to use this easement for ingress and egress and to grant additional easements for ingress and egress to other properties owned by the Developer.

The Developer, his heirs and assigns, hereby reserve the right to use the water way contained within Channel J over the above described property for the purpose of future development and for access to Lake Huron for the remaining properties owned by Developer, his heirs and assigns.

Subject to all easements and restrictions of record and all governmental limitations.

ARTICLE III

DEFINITIONS

Certain terms are utilized not only in this Consolidating Master Deed and Exhibits A and B hereto, but are or may be used in various other instruments such as, by way of example and not limitations, the Articles of Incorporation and Rules and Regulations of the Northport Condominium Marina Association, a Michigan non-profit corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in Northport Marina as a condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

Section 1. Act. The "Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.

Section 2. Administrator. "Administrator" means the Michigan Department of Commerce or an authorized designee.

Section 3. Arbitration Association. "Arbitration Association" means the American Arbitration Association or its successor.

Section 4. Association. "Association" means Northport Condominium Marina Association, which is the non-profit corporation organized under Michigan law of which all Co-owners shall be members, which corporation shall administer, operate, manage and maintain the Condominium.

Section 5. Bylaws. "Bylaws" means Exhibit A hereto, being the Bylaws setting forth substantive rights and obligations of the Co-owners and required by Section 3(8) of the Act to be recorded as part of the Master Deed. The Bylaws shall also constitute the corporate bylaws of the Association as provided for under the Michigan Nonprofit Corporation Act.

Section 6. Common Elements. "Common Elements", where used without modification, means both the General and Limited Common Elements described in Article IV hereof.

Section 7. Condominium Documents. "Condominium Documents" means and includes this Consolidating Master Deed and Exhibits A and B hereto, and the Articles of Incorporation, Bylaws and Rules and Regulations, if any, of the Association as all of the same may be amended from time to time.

Section 8. Condominium Premises. "Condominium Premises" means and includes the land described in Article II, all improvements and structures thereon, and all easements, rights and appurtenances belonging to Northport Marina as described above.

Section 9. Condominium Subdivision Plan. Condominium Subdivision Plan, means Exhibit B hereto.

Section 10. Condominium Project, Condominium or Project. "Condominium Project", "Condominium" or "Project" means Northport Marina as a Condominium Project established in conformity with the provisions of the Act.

Section 11. Consolidating Master Deed. "Consolidating Master Deed" means this Consolidating Master Deed which describes Northport Marina as a completed Condominium Project and reflects the entire land area added to the Condominium under Article VI of the Master Deed, and all Units and Common Elements therein, and which shall express percentages of value pertinent to each Unit as finally readjusted. The term "Master Deed", wherever used in the Condominium Documents, shall be deemed to include this Consolidating Master Deed.

Section 12. Co-owner or Owner. "Co-owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which own one or more Units in the Condominium Project. The term "Owner", wherever used, shall be synonymous with the term "Co-owner".

Section 13. Developer. "Developer" means William E. Ulrich, who has made and executed this Master Deed, and his successors and assigns. Both successors and assigns shall always be deemed to be included within the term "Developer" whenever, however and wherever such terms are used in the Condominium Documents.

Section 14. First Annual Meeting. "First Annual Meeting" means the initial meeting at which non-developer Co-owners were permitted to vote

for the election of all Directors and upon all other matters which may properly be brought before the meeting.

Section 15. Master Deed. "Master Deed" means the original Master Deed as recorded in Liber 201, Pages 589 through 599, Arenac County Records, as amended from time to time.

Section 16. Seasons. "Summer Season" means the period from May 1 through October 31 of each year and "Winter Season" means the period from November 1 through April 30 of the following year.

Section 17. Transitional Control Date. "Transitional Control Date" means the date on which a Board of Directors of the Association of Co-owners takes office pursuant to an election in which the votes which may be cast by eligible Co-owners unaffiliated with the Developer exceed the votes which may be cast by the Developer.

Section 18. Unit, Condominium Unit or Boatslip. "Unit", "Condominium Unit" or "Boatslip" each mean the area constituting a single complete Unit in Northport Marina, as such area may be described on Exhibit B hereto, and shall have the same meaning as the term "Condominium Unit" as defined in the Act.

Whenever any reference herein is made to one gender, the same shall include a reference to any and all genders where the same would be appropriate; similarly, whenever a reference is made herein to the singular, a reference shall also be included to the plural where the same would be appropriate and vice versa.

ARTICLE IV

COMMON ELEMENTS

The Common Elements of the Project described in Exhibit B attached hereto, and the respective responsibilities for maintenance, decoration, repair or replacement thereof, are as follows:

Section 1. General Common Elements. The General Common Elements are:

(a) Land. The land described in Article II hereof, including Rip-Rap, easements and parking spaces not identified as Limited Common Elements, except land designated as Units on Exhibit B attached hereto and the Limited Common Elements respectively appurtenant to such Units as described in Article IV, Section 2(a).

(b) Electrical. The electrical transmission system throughout the Project up to the point of connection with the electrical hookup stations.

(c) Water. The water distribution system throughout the Project up

to the point of connection with each individual riser within the respective Units.

(d) Easements. The beneficial easements established by the Declaration of Easement and Agreement for maintenance for Northport Marina.

(e) Other. Such other elements of the Project not herein designated as General or Limited Common Elements which are not enclosed within the boundaries of a Unit and which are intended for common use or necessary to the existence, upkeep and safety of the Project.

Some or all of the utility lines, systems (including mains and service leads) and equipment described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility lines, systems and equipment shall be General Common Elements only to the extent of the Co-owners' interest therein, if any, and Developer makes no warranty whatsoever with respect to the nature or extent of such interest, if any.

Section 2. Limited Common Elements. Limited Common Elements shall be subject to the exclusive use and enjoyment of the owner of the Unit to which the Limited Common Elements are appurtenant. The Limited Common Elements are:

(a) Main Piers and Mooring Piers. Each of the main piers and mooring piers in the Project shall be limited in use to the Co-owners of the Units which are respectively assigned the boat slips which such main piers and mooring posts adjoin, as indicated in Exhibit B hereto.

(b) Utilities. Water and electrical hook-up stations shall be appurtenant to certain Units respectively serviced thereby and limited in use to the respective Co-owners thereof.

(c) Parking Lot. The parking lot referenced in Article VI, Section 6 below.

Such Limited Common Elements may be reassigned pursuant to Section 39 of the Act.

Section 3. Responsibilities. The respective responsibilities of the maintenance, decoration, repair and replacement of the Common Elements are as follows:

(a) Main Piers and Mooring Piers. The costs of maintenance, repair and replacement of the main piers and mooring piers referred to in Article IV, Section 2(a) above shall be borne by the Co-owner of each Unit to which such Limited Common Elements are appurtenant.

(b) Utility Hook-up Stations. The costs of maintenance, repair and replacement of the utility hook-up stations referred to in Article IV, Section 2(b) above shall be borne by the Co-owner of each Unit to which such Limited Common Elements appurtenant.

(c) Electricity and Water Costs. The cost of electricity and water shall be borne by the Association, however, the Association shall provide for a reasonable surcharge on a monthly basis for uses of electrical power and water as determined by the Association from time to time. The cost of electricity and water during the Winter Season shall be paid by each Co-owner occupying a Unit during such period on a reasonable daily rate basis established by the Association from time to time.

(d) Other. The costs of maintenance, repair and replacement of all General and Limited Common Elements other than as described above shall be borne by the Association, subject to any provisions of the Bylaws expressly to the contrary. The Association may also (but need not), elect to maintain lawns, landscaping, drives, parking areas and channels to Lake Huron, in which case any expenses engendered therefrom shall be treated as expenses of administration.

No Co-owner shall use his Unit or the Common Elements in any manner inconsistent with the purposes of the Project or in any manner which will interfere with or impair the rights of any other Co-owner in the use and enjoyment of his Unit or the Common Elements.

ARTICLE V

UNIT DESCRIPTION AND PERCENTAGE OF VALUE

Section 1. Description of Units. Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of Northport Marina as prepared by Stephens Consulting Service and attached hereto as Exhibit B. Each Unit shall include all that area contained within the boundaries shown on the Condominium Subdivision Plan attached hereto as Exhibit B.

Section 2. Percentage of Value. The percentage of value assigned to each Unit shall be equal. The determination that percentages of value should be equal was made after reviewing the sizes and other comparative characteristics of each Unit in the Project which would affect the maintenance costs and value of each Unit and concluding that there are not material differences among them insofar as the allocation of percentages of value is concerned. The percentage of value assigned to each Unit shall be determinative of each Co-owner's respective share of the Common Elements of

the Condominium Project, the proportionate share of each respective Co-owner in the proceeds and the expenses of administration and the value of such Co-owner's vote at meetings of the Association of Co-owners. The total value of the Project is 100%.

ARTICLE VI

EASEMENTS

Section 1. Easement for Maintenance of Encroachments and Utilities. In the event any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to shifting, settling or moving of a building, or due to survey errors, or construction deviations, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction. There shall be easements to, through and over those portions of the land, buildings and improvements contained therein for the continuing maintenance and repair of all utilities in the Condominium. The Developer for itself, its successors and assigns reserves the right to relocate all road and utility (including water, electrical and sewer) easements within the Project to reflect as built plans and also reserves the right to define said easements by a separate legal description in a separate instrument. All Co-owners and mortgagees of Units and other persons interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such easement or easements. There shall exist easements for the existence, maintenance and repair of any utilities, including water lines, located under any Unit or the Limited Common Element area appurtenant to such Unit. There shall be easements in favor of each Co-owner for access at all times to the utility hook-ups which service his Unit wherever such hookups may be located (the purpose of this easement being designed to provide access to such hook-ups whenever the same are located within a Limited Common Element area appurtenant to another Unit).

Section 2. Easements Retained by Developer.

(a) Roadway Easements. Developer reserves for the benefit of himself, his successors and assigns, and all future owners of the land described in Article VI of the original Master Deed or any portion or portions thereof, an easement for the unrestricted use of all roads and walkways in the Condominium for the purpose of ingress and egress to and from all or any portion of the parcel described in Article VI of the original Master Deed. All expenses of maintenance, repair, replacement and resurfacing of any road referred to in this Article shall be shared by this Condominium and any developed portions of the continuous land described in Article VI of the original Master Deed whose closest means of access to a public road is over such road or roads. The Co-owners of this Condominium shall be responsible from time to time for payment of a proportionate share of said expenses which share shall be determined by multiplying such expenses times a fraction, the numerator of which is the number of Units in this Condominium, and the denominator of which is comprised

of the number of such Units plus all other Units in the adjoining land described in Article VI of the original Master Deed whose closest means of access to a public road is over such road.

(b) Utility Easements. Developer also hereby reserves for the benefit of himself, his successors and assigns, and all future owners of the land described in Article VI of the original Master Deed or any portion or portions thereof, perpetual easements to utilize, tap, tie into, extend and enlarge all utility mains located in the Condominium Premises, including, but not limited to, water, gas, storm and sanitary sewer mains, if any. To the extent it deems necessary, Developer may extend such systems under any Unit or appurtenant Limited Common Element, in Developer's sole discretion in order to reach other Units. In the event Developer, his successors or assigns, utilizes, taps, ties into, extends or enlarges any utilities located on the Condominium Premises, it shall be obligated to pay all of the expenses reasonably necessary to restore the Condominium Premises, including any Units or Limited Common Elements disturbed in the process, to their state immediately prior to such utilization, tapping, tying-in, extension or enlargement. To the extent that usage of any utility mains are shared by this Project and any other development as a result of this provision, then the expense of maintenance, repair and replacement of such mains shall likewise be proportionately shared by this Project and such other development. The Co-owners of this Condominium shall be responsible from time to time for payment of a proportionate share of such expenses, which share shall be determined by multiplying such expenses times a fraction, the numerator of which is the number of all Units in the Condominium benefiting from the use of such mains and the denominator of which is comprised of all such Units plus all other Units outside the Condominium which benefit from use of such mains.

(c) Channel Easement. Developer, his heirs and assigns, hereby grant to the Co-owners of this Condominium over the existing water channel for ingress and egress to Lake Huron. All expenses of maintenance, repair, replacement and dredging of the channel referred to in the Article shall be shared by this Condominium and any other boat slips which share this channel for ingress and egress to Lake Huron. The Co-owners of this Condominium shall be responsible from time to time for payment of a proportionate share of said expense, which share shall be determined by multiplying such expense times a fraction, the numerator of which is the number of boat slip units in this Condominium and the denominator of which is comprised of the number of such boat slip units plus all other boat slip units, which use and enjoy said channel.

Section 3. Grant of Easements by Association. The Association, acting through its lawfully constituted Board of Directors shall be empowered and obligated to grant such easements, licenses, rights-of-entry and rights-of-way over, under and across the Condominium Premises for utility

purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium.

Section 4. Easements for Maintenance, Repair and Replacement. The Association and all public or private utilities shall have such easements as may be necessary over the Condominium Premises, including all Units and Common Elements to fulfill any responsibilities of maintenance, repair, decoration or replacements which they or any of them are required or permitted to perform under the Condominium Documents. These easements include, without any implication of limitation, the right of the Association to obtain access during reasonable hours and upon reasonable notice to any utilities or other Common Elements located within any Unit or its appurtenant Limited Common Elements, and to repair Rip-Rap, docks and dredging activities and the mowing of lawns.

Section 5. Telecommunications Agreements. The Association, acting through its duly constituted Board of Directors, shall have the power to grant such easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, right-of-way agreements, access agreements and multi-Unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as may be necessary, convenient or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, earth antenna and similar services (collectively "Telecommunications") to the Project or any Unit therein. Notwithstanding the foregoing, in no event shall the Board of Directors enter into any contract or agreement or grant any easement, license or right of entry or do any other act or thing which will violate any provision of any federal, state or local law or ordinance. Any and all sums paid by any Telecommunications or other company or entity in connection with such service, including fees, if any, for the privilege of installing same or sharing periodic subscriber service fees, shall be receipts affecting the administration of the Condominium Project within the meaning of the Act and shall be paid over to and shall be the property of the Association.

Section 6. Parking Lot. That the parking lot as shown on sheet seven (7) of the attached Condominium Subdivision Plan shall be a Limited Common Element limited in use to the Co-owners of Units 1 through 34 and Units 69, 70 and 71 of Channel J. However, the Developer, his heirs and assigns, reserve the right unto themselves and his tenants to use said parking lot for parking and for ingress and egress to their boat slips on the Channel leading to Lake Huron. The description for said parking lot is as follows: A parcel of land being a part of Government Lots 3 and 4 of Section 17, Town 19 North, Range 7 East, Sims Township, Arenac County, Michigan described as follows: Commencing at the Northwest Corner of said Government Lot 4, thence North 88° 48' 24" East 1332.98 feet, thence South 50° 18' 14" East 331.30 feet, thence South 35° 49' 34" East 153.32 feet, thence North 54° 22' 46" East 274.80 feet, thence North 48° 13' 16" East 232.28 feet to the Point of Beginning; thence continuing North 48° 13' 16" East 81.65 feet, thence South 34° 16' 26" East 133.09 feet, thence South 52° 58' 56" West 75.0 feet, thence North 37° 01' 04" West 126.16 feet to the Point of Beginning.

AMENDMENT

This Consolidating Master Deed and the Condominium Subdivision Plan (Exhibit B to said Master Deed) may be amended with the consent of 66-2/3% in number and in value of the Co-owners, except as hereinafter set forth:

Section 1. Modification of Units or Common Elements. No Unit dimension may be modified without the consent of the Co-owner and mortgagee of such Unit nor may the nature or extent of Limited Common Elements or the responsibility for maintenance, repair or replacement thereof be modified without the written consent of the Co-owner and mortgagee of any Unit to which the same are appurtenant.

Section 2. Mortgagee Consent. Whenever a proposed amendment would materially alter or change the rights of mortgagees generally, then such amendments shall require the approval of 66-2/3% of all mortgagees of record allocating one vote for each mortgage held.

Section 3. By Developer. Prior to 1 year after recording of this Consolidating Master Deed, the Developer may, without the consent of any Co-owner or any other person, amend this Master Deed and the Condominium Subdivision Plan attached as Exhibit B in order to correct survey or other errors made in such documents and to make such other amendments to such instruments and to the Bylaws attached hereto as Exhibit A as do not materially affect any rights of any Co-owners or mortgagees in the Project.

Section 4. Change in Percentage of Value. The value of the vote of any Co-owner and the corresponding proportion of common expenses assessed against such Co-owner shall not be modified without the written consent of such Co-owner and his mortgagee, nor shall the percentage of value assigned to any Unit be modified without like consent, except as provided in Article V, Section 7(c) of the Bylaws.

Section 5. Termination, Vacation, Revocation or Abandonment. The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of 80% of non-developer Co-owners.

ARTICLE VIII

ASSIGNMENT

Any of all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the power to approve or disapprove any act, use or proposed action or any other matter or thing, may be assigned by it to any other entity or to the Association. Any such assignment of transfer shall be made by appropriate instrument in writing duly recorded in the Office of the Arenac County Register of Deeds.

GENERAL

This Consolidating Master Deed is prepared and recorded pursuant to the powers and authority granted to Developer in Article VI of the original Master Deed for the Project as recorded in Liber 194, Pages 648 through 694, Arenac County Records, and shall supersede in its entirety said original master Deed as subsequently amended. The Bylaws originally attached as Exhibit A to said Master Deed, recorded as aforesaid, are incorporated by reference herein and an updated copy thereof is attached hereto as Exhibit A. The Condominium Subdivision Plan originally attached as Exhibit B to said Master Deed, and as subsequently amended by the First Amendment to the Master Deed, is hereby replaced and superseded in its entirety by Exhibit B attached hereto which is incorporated herein by reference.

WITNESSETH:

DEVELOPER:

Jan Waller
JAN Waller
Deborah Van Slyke
Deborah Van Slyke

William E. Ulrich
William E. Ulrich

STATE OF TEXAS)
) ss.
COUNTY OF San Patricio

The foregoing was acknowledged before me this 14 day of December, 1994 by William E. Ulrich.

Jan Waller
Jan Waller, Notary Public
San Patricio County,
My commission expires: 5-13-95

CONSOLIDATING MASTER DEED
DRAFTED BY AND WHEN RECORDED -
RETURN TO:

C. Kim Shierk, Esq.
Dykema Gossett PLLC
1577 North Woodward Avenue
Suite 300
Bloomfield Hills, MI 48304-2820

CKS/9976