CONDOMINIUM DECLARATION
OF
CONDITIONS, COVENANTS, RESTRICTIONS AND EASEMENTS
FOR

REGENCY HOUSE CONDOMINIUM

This Declaration is made pursuant to the Unit Ownership Act of the State of Wisconsin, Sections 703.01 to 703.28 Wisconsin Statutes (hereinafter sometimes referred to as the "Act") this 1st day of August, 1974 by AA Limited Partnership, an Illinois limited partnership, (hereinafter referred to as "Declarant").

1. Statement of Declaration.

The purpose of this Declaration is to submit the lands hereinafter described and the improvements heretofore or hereafter to be constructed thereon to the condominium form of ownership in the manner provided by the Act and by this Declaration.

Declarant hereby declares that it is the sole owner of the real property described in Section 2.1 hereof, together with all buildings and improvements thereon (hereinafter referred to as "the property") which is hereby submitted to the condominium form of use and ownership as provided in the Act and this Declaration, and which property shall be held, conveyed, devised, leased, encumbered, used, improved and in all respects otherwise affected subject to the provisions, conditions, covenants, restrictions and easements of this Declaration and the Act. All provisions hereof shall be deemed to run with the land and shall constitute benefits and burdens to the Declarant, its successors and assigns, and to all parties hereafter having any interest in the property.

2. Legal Description, Name, Covenants, Conditions, Restrictions, and Easements.

2.1 *Legal Description*. The following described real estate, commonly known as 929 Astor Street, Milwaukee, Wisconsin, 53202 is subjected to the provisions of this Declaration:

That part of Lots 1, 2, 3, 4, and 9 in Block 103
in Partition of Lot 1 of Section 28, T 7 n, R 22 E,
in the City of Milwaukee, Milwaukee County,
Wisconsin, which is bounded and described as follows:

> Commencing at the intersection of the South line of East State Street, as now laid out, with the West line of North Astor Street; thence South along the West line of North Astor Street 65.90 ft., as measured, [66.08 ft. by record] to the point of beginning of the land to be described; thence continuing South along the West line of North Astor Street 148.32 ft. to a point, said point being on the Northerly line of East Kilbourn Avenue, as now laid out; thence Southwesterly 131.76 ft. along the arc of a curve whose center is to the Northwest, whose radius is 381.70 ft. and whose chord is 131.11 ft. to the Southwest corner of said Lot 4, said point also being the Southeast corner of said Lot

9; thence West along the South line of Lot 9 aforesaid 127.23 ft., as measured, [127.00 ft. by record] to the East line of North Marshall Street; thence North 59.96 ft., as measured, [60.00 ft. by record] along the East line of North Marshall Street to the Northwest corner of Lot 9 aforesaid; thence East 127.26 ft., as measured [127.00 ft. by record] along the North line of Lot 9 aforesaid to the Northeast corner thereof; thence North along the West line of Lots 2 and 3 aforesaid 119.65 ft to a point, said point being 4.72 ft. North of the Northwest corner of the South 55.00 ft. of Lot 2 aforesaid; thence Easterly 127.29 ft. along the Northerly face of a concrete wall to a point on the West line of North Astor Street, said point being the point of beginning.

2.2 *Name*. The aforesaid real estate and all improvements thereon shall be known as REGENCY HOUSE CONDOMINIUM.

2.3 *Covenants, Conditions Restrictions and Easements*. The real estate is, on the date this Declaration is recorded, subject to: a) General taxes not yet due and payable; b) Easements and rights in favor of gas, electric, telephone and water utilities serving the real estate; and c) All easements, covenants and restrictions of record; and d) Municipal and zoning ordinances.

3. Description and Location of Building.

The building constructed on the real estate described in Section 2.1 above contains Two Hundred (200) units. Said building is twenty-seven (27) stories in height, has a three-level garage, and is constructed principally as a concrete and brick building. The building is located on the real estate as indicated in the survey marked Exhibit A attached hereto and made a part of this Declaration. The building and units are more fully described in the building and floor plans attached hereto as Exhibit B and made a part hereof.

4. Identification of Units.

A unit is that part of the building intended for individual, private use, comprised of one or more cubicles of air, at one or more levels of space having outer boundaries formed by the interior surfaces of the perimeter walls, floors, ceilings, windows, window frames, doors and door frames of the unit, as said boundaries are shown on the building and floor plans attached hereto as Exhibit B, together with all fixtures and improvements therein contained.

The various types of units and their respective designations and locations are all as set forth on Exhibits A and B, attached hereto. The approximate area of the units, number of rooms, immediate common areas to which the units have access and further details identifying and describing the units are as set forth in Exhibits A and B attached hereto.

5. Common Areas and Facilities.

The common areas and facilities shall consist of all of REGENCY HOUSE CONDOMINIUM, improvements and appurtenances, except the individual units, as each of the aforementioned is hereunder defined, including without limitation, the land on which the building is located: foundations, walls, hallways, stairways, entrances and exits, lobby, laundry, garage, sun deck, swimming pool, receiving room, storage areas, elevators, basements, boilers, roof, master television antenna

system, incinerator, pipes, ducts, electrical wiring and conduits, central heating and air conditioning systems, public utility lines, structural parts of the building, outside walks, and driveways, landscaping, recreational areas, hospitality rooms, library, and all other portions of the property except the individual units. Structural columns located within the boundaries of a unit shall be part of the common areas.

Each unit owner shall have a valid, exclusive easement to the space between the interior and exterior walls for purposes of adding additional utility outlets, wall hangings, erection of non-bearing partition walls, and the like, where space between the walls may be necessary for such uses provided that the unit owner shall do nothing to impair the structural integrity of the buildings or the soundproofing of common walls between the units, and provided further that the common areas and facilities be restored to their former condition by the unit owner at his sole expense upon completion or termination of the use requiring the easement. Easements are hereby granted and declared for the benefit of the unit owners and the Association of Unit Owners (hereinafter described) for the installation, maintenance and repair of common utility services in and on any part of the units.

6. Limited Common Areas and Facilities.

6.1 *Description*. A portion of the common areas and facilities contiguous to and serving exclusively a single unit or adjoining units as an inseparable appurtenance thereto, being the balconies as shown in Exhibit B. Such limited common areas shall be reserved for the exclusive use of the owner or occupant of the unit to which they are appurtenant.

6.2 *Use.* The manner of use of such limited common areas shall be governed by the By-Laws of, and such rules and regulations as may be established by, the Association of unit owners, and no unit owner shall decorate, landscape or adorn any limited common area, or permit such, in any manner contrary to such By-Laws and rules and regulations.

7. Percentage of Ownership in Common Areas and Facilities and Limited Common Areas.

Each unit owner shall own an undivided interest in the common areas and facilities and limited common areas as a tenant in common with all other unit owners and, except as otherwise limited in this Declaration, shall have the right to use and occupy the common areas and facilities and limited common areas for all purposes incident to the use and occupancy of his unit as a place of residence, and such other incidental uses permitted by this Declaration, which rights shall be appurtenant to and run with his unit.

The percentage of such undivided interest in the common areas and facilities relating to each unit and its owner for all purposes, including proportionate payment of common expenses and voting as a member of the Association of Unit Owners, shall be as set forth in Exhibit C attached hereto and by reference made a part hereof, as though fully set forth herein.

8. Residential Purpose.

The building and the units therein contained are intended for and restricted exclusively to residential use as governed by the terms and conditions contained herein, the By-Laws of the Association, and the Rules and Regulations of the Association.

9. **Association of Unit Owners.**

9.1 *Duties and Obligations.* All unit owners shall be entitled and required to be a member of an association of unit owners to be known as the Regency House Condominium Association (herein "Association") which shall be responsible for carrying out the purposes of this Declaration, including the exclusive management and control of the common areas and facilities and limited common areas. Such Association may be incorporated as a non-profit corporation under the laws of the State of Wisconsin. Each unit owner and the occupants of the units shall abide by and be subject to all of the rules, regulations, duties and obligations of this Declaration and the By-Laws and rules and regulations of the Association.

9.2 *Association Personnel.* The Association may obtain and pay for the services of any person or entity to manage its affairs to the extent it deems advisable, and may hire such other personnel as it shall determine to be necessary or advisable for the proper operation of the condominium. The Association may contract for lighting, heating, water, trash collection, sewer service and such other common services as may be required for each unit.

9.3 *Initial Management Contract.* The initial Board, appointed as provided in the By-Laws, shall enter into a Management Agreement between the Association and a management corporation, which may be a corporation related to one or more of the partners of the Declarant, to act as managing agent for the Association and the property at a fixed annual rate of Twenty One Thousand Dollars ($21,000.00) for a term of five (5) years, which ratification and approval shall not be subject to the provisions of Article V, Section 7 of the By-Laws of the Association.

9.4 *Board's Determination Binding.* In the event of any dispute or disagreement between any unit owners relating to the property or any question of interpretation or application of the provisions of the Declaration or By-Laws, the determination thereof by the Board shall be final and binding on each and all of such unit owners, except as otherwise provided by law.

10. **Repairs and Maintenance.**

10.1 *Common Areas and Facilities.* The Association shall be responsible for the management and control of the common areas and facilities and shall cause the same to be kept in good, clean, attractive and sanitary condition, order and repair. Without in any way limiting the foregoing, this shall include all painting, repairing and decorating of exteriors, maintenance and repair of walks, drives and access routes, and maintenance and repair of all landscaping.

10.2 *Individual Units and Limited Common Areas.* Each unit owner shall be responsible for keeping the interior of his unit and all of its equipment, fixtures and appurtenances in good order, condition and repair and in a clean and sanitary condition, and shall be responsible for decorating, painting and varnishing which may at any time be necessary to maintain the good appearance and condition of his unit. Without in any way limiting the foregoing, in addition to decorating and keeping the interior of the unit in good repair, each unit owner shall be responsible for the maintenance, repair or replacement of any plumbing fixtures, lighting fixtures, refrigerators, dishwashers, disposals, laundry equipment such as washers and dryers, ranges, or other equipment which may be in, or connect with, the unit. Each unit owner shall keep the limited common areas appurtenant to his unit, as defined in Section 6 hereof and as described in Exhibit B, in a good, clean, sanitary and attractive condition.

10.3 *Prohibition Against Structural Changes by Owner*. A unit owner shall not, without first obtaining the written consent of the Association, make or permit to be made any structural alterations, changes or improvements to his unit, or in or to the exterior of any building or any common or limited common areas and facilities. A unit owner shall not perform, or allow to be performed, any act or work which will impair the structural soundness or integrity of any building, or the safety of the property, or impair any easement or hereditament, without the prior written consent of the Association.

10.4 *Entry for Repairs*. The Association may enter any unit at reasonable times and under reasonable conditions when necessary in connection with any maintenance, construction or repair of public utilities and for any other matters for which the Association is responsible. Such entry shall be made with prior notice to the owners and with as little inconvenience to the owners as practical, and any damage caused thereby shall be repaired by the Association and treated as a common expense.

11. Unit Owner's Rights with Respect to Interiors.

Each unit owner shall have the exclusive right to paint, repaint, tile, panel, paper or otherwise refurnish and decorate the interior surfaces of the walls, ceilings, floors and doors forming the boundaries of his unit and all walls, ceilings, floors and doors within such boundaries, and to erect partition walls of a non-structural nature, provided that such unit owner shall take no action which in any way will materially change any common walls. However, if a unit owner owns two or more horizontally or vertically adjacent units he shall have the right to combine said units provided the unit owner shall do nothing to impair the structural or mechanical integrity of the building.

12. Right of First Refusal on Conveyance or Other Disposition.

Except for a resale back to the Declarant, no unit owner or lessee shall at any time sell, convey, contract to sell, lease or devise his unit, whether by operation of law or otherwise, without first complying with the provisions hereinafter contained in this paragraph. No such sale, conveyance, contract of sale, devise, gift, lease, sublease, or alienation of any other kind shall be made unless the Association is given no less than twenty-five (25) days prior written notice of the terms thereof, together with the name and address of the proposed purchaser, vendee, donee, devisee, lessee, or alienee.

The Association shall at all times have the first right and option to purchase or lease such unit upon the same terms as those upon which it is offered, which option shall be exercisable for a period of twenty-five (25) days following the date of receipt of notice. If the option is not exercised by the Association within twenty-five (25) days, the owner or lessee may, at the expiration of said twenty-five (25) day period and at any time with thirty (30) days after the expiration of said period, sell or lease such unit to the proposed purchaser or lessee named in such notice upon the terms specified therein.

In the event that the unit owner shall desire to dispose of his unit by gift or devise to other than his lawful spouse or his heirs at law under the laws of the State of Wisconsin, said unit owner or his personal representative shall give the Association written notice thereof no less than thirty (30) days prior to the time of proposed transfer, which shall include the name and address of the proposed donee or devisee. The Association shall have the right and option to purchase such unit at the fair market value at the time of transfer, to be determined by a panel of three qualified appraisers, one of which shall be selected by the unit owner or his legal representative, one by the Association, and the third by the two so selected,

provided that the Association shall notify the unit owner or his personal representative of its intent to exercise such right and option within thirty (30) days after the receipt of notice from the unit owner or his personal representative as provided herein.

The Association may bid upon and purchase any unit which becomes the subject of a foreclosure action or tax sale, or is involved in an action in bankruptcy, or which becomes available for purchase for any reason whatsoever, whether by operation of law or otherwise.

The Association shall not exercise any of the options herein set forth to purchase or lease any unit without the prior consent of unit owners holding at least seventy-five percent (75%) of the votes present at any meeting duly called to consider such action.

Unit ownership or interests therein acquired pursuant to the terms of this paragraph shall be held of record in the name of the Association, or such nominee as it shall designate, for the benefit of all of the owners. Said unit ownership or interests therein may be sold or leased by the Association for the benefit of the owners. All proceeds of such sale or leasing after repayment of borrowed funds and special assessments levied for such purposes shall be deposited in such funds as the Association may establish and may thereafter be disbursed at such time and in such manner as the Association shall determine.

13. **Right of Declarant to Dispose of Units.**

The provisions of Section 12 shall not be applicable to or binding upon the Declarant until subsequent to the initial sale of all units in REGENCY HOUSE CONDOMINIUM. Declarant shall have the right to sell or otherwise dispose of units by deed, land contract or other form of installment sale, or by such other means of conveyance as it may choose, and in the event that Declarant shall be forced to foreclose or otherwise recover possession of any unit as the result of the default of a purchaser under a land contract or installment sale, Declarant shall be free to dispose of any such unit by any means whatsoever, free of any restrictions set forth in Section 12 above. Nothing herein contained shall in any way restrict Declarant's right to lease units not sold or otherwise disposed of.

14. **Destruction and Reconstruction.**

In the event of a partial or total destruction of the building, it shall be repaired and rebuilt as soon as practicable and substantially to the same design, plan and specifications as originally built, unless within ninety (90) days of the date of the damage or destruction, by affirmative vote of at least ninety percent (90%) of the total number of members of the Association entitled to vote, it is determined not to rebuild or repair. In such event, the provisions of Section 703.26 of the Wisconsin Statutes shall be applicable.

On reconstruction, the design, plan and specifications of any building or unit may vary from that of the original upon approval of the Association, provided, however, that the number of square feet of any unit may not vary by more than five percent (5%) from the number of square feet for such unit as originally constructed, and the location of the building shall be substantially the same as prior to damage or destruction. The proceeds of any insurance provided by the Association and collected for such damage or destruction shall be available to the Association for the purpose of repair or reconstruction as provided in Section 17 hereof. The Association shall have the right to levy assessments in the event that the proceeds of any insurance collected are insufficient to pay the estimated or actual costs of repair or reconstruction.

15. **Storage Areas.**

The storage areas in the building, outside of the respective units, shall be part of the common areas and facilities and shall be allocated to the respective unit owners in such manner and subject to such rules and regulations as the Association may prescribe.

16. **Garage.**

The Association shall have full authority to operate, manage and use, for and on behalf of all unit owners, the garage facility and all other parking areas situated on the property. The charge to each unit owner for use of the garage facility shall be competitive with other similar garages in the same area as the property, and shall be at a unified rate and subject to such other rules and regulations as may be imposed by the Association. In addition, the Association shall have authority to lease the garage or engage the services of a manager or managing agent to manage and operate the garage and all other parking areas situated on the property, upon such terms and for such compensation and with such authority as the Association may approve.

17. **Insurance.**

The Association shall provide and maintain fire and broad form extended coverage insurance on the building and any portion thereof in the amount of the full insurable value of the building as determined from time to time. Such insurance shall be obtained in the name of the Association as trustee for each of the unit owners and their respective mortgagees as their interests may appear. Premiums shall be a common expense. To the extend possible, the insurance shall provide that the insurer waives its rights of subrogation as to any claim against unit owners, the Association, and their respective servants, agents and guests and that the insurance cannot be cancelled, invalidated nor suspended on account of conduct of any one or more unit owners, or the Association, or their servants, agents and guests, without thirty (30) days prior written notice to the Association giving it opportunity to cure the defect within that time. The amount of protection and the types of hazards to be covered shall be reviewed by the Association at least annually and the amount of coverage may be increased or decreased at any time it is deemed necessary as determined by the Association to conform to the requirements of full insurable value.

In the event of partial or total destruction of a building or buildings and it is determined to repair or reconstruct such building or buildings in accordance with Section 14 hereof, the proceeds of such insurance shall be paid to the Association to be applied to the cost thereof. If it is determined not to reconstruct or repair, then the proceeds shall be distributed to the unit owners and their mortgagees, if any, as their respective interests may appear, in the manner provided by the Act.

If insurance coverage is available to combine protection for the Association and the unit owner's individual unit, the Association is hereby given discretionary power to negotiate such combination of insurance protection on an equitable cost-sharing basis under which the unit owner would be assessed individually for the amount of insurance which he directs the Association to include in such policies for his additional protection. Copies of all such policies shall be provided to each mortgagee. Nothing contained in this paragraph shall be deemed to prohibit any unit owner, at his own expense, to provide any additional insurance coverage on his improvements which will not duplicate any insurance provided by the Association of Unit Owners.

The Association shall also provide public liability insurance covering the common areas and facilities and the limited common areas and directors' liability insurance in such amounts as may be determined at the discretion of the Association from time to time. The Association may also provide workmen's compensation insurance and fidelity bonds on such officers and employees and in such amounts as is determined to be necessary from time to time.

18. **Liability For Common Expenses.**

The costs of administration of the Association, insurance, repair, maintenance and other expenses of the common areas and facilities and common services including water, heat, air conditioning and any utilities not separately metered, provided to the unit owners, shall be paid for by the Association. The Association shall make assessments against the unit owners, as well as the units themselves, for such common expenses in accordance with the percentage of the undivided interest in the common areas and facilities relating to each unit, in the manner provided in the By-Laws of the Association. No unit owner may exempt himself or his unit ownership from liability for his contribution toward the common expenses by waiver of the use or enjoyment of any of the common areas and facilities or by the abandonment of his unit; and no conveyance shall relieve the unit owner-grantor or his unit of such liability, and he shall be jointly, severally and personally liable along with his grantee in any such conveyance for the common expenses incurred up to the date of sale, until all expenses charged to his unit have been paid.

All common expenses and assessments, when due, shall immediately become a personal debt of the unit owner and also a lien, until paid, against the unit to which charged, as provided in the Act, without the necessity of filing such lien, and this provision shall constitute sufficient notice to all successors of title to units.

19. **Partition of Common Elements Prohibited.**

There shall be no partition of the common areas and facilities and limited common areas through judicial proceedings or otherwise until this Declaration is terminated and the property is withdrawn from its terms or from the terms of the applicable statutes regarding unit ownership or condominium ownership; provided, however, that if any unit shall be owned by two or more co-owners as tenants in common or as joint tenants, nothing contained herein shall be deemed to prohibit a voluntary or judicial partition of said single unit as between such co-owners. No unit may be subdivided.

20. **Conveyance to Include Interests In Common Areas and Facilities and Limited Common Areas.**

The percentage of the undivided interest in the common areas and facilities shall not be separated from the unit to which it appertains. No unit owner shall execute any deed, mortgage, lease or other instrument affecting title to such unit ownership without including therein both his interest in the unit and his corresponding percentage of ownership in the common areas and facilities, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, lease or other instrument purporting to affect the one without including also the other shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein.

21. **Easements, Reservations and Encroachments.**

21.1 *Utilities.* Easements are hereby declared and granted for the benefit of the unit owners and the Association and reserved for the benefit of the Declarant for utility purposes, including the right to install, lay, maintain, repair and replace

water mains and pipes, sewer lines, gas mains, telephone wires and equipment, master television antenna system wires and equipment, and electrical conduits and wires and equipment, including power transformers, over, under, along and on any part of the common areas and facilities, to service the condominium property.

21.2 *Encroachments.* In the event that by reason of the construction, reconstruction, settlement, or shifting of any building, or the design or construction of any unit, any part of the common areas and facilities, or limited common areas, encroaches or shall hereafter encroach upon any part of any unit, or any part of any unit encroaches or shall hereafter encroach upon any part of the common areas and facilities, or limited common areas, or any portion of any unit encroaches upon any part of any other unit, valid easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of such unit so long as all or any part of the building containing such unit shall remain standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of the owner of any unit or in favor of the owner or owners of the common areas or facilities, or limited common areas, if such encroachment occurred due to the willful conduct of said owner or owners.

21.3 *Binding Effect.* All easements and rights described in this Section 21 are easements appurtenant, running with the land, and are subject to the reasonable control of the Association. All easements and rights described herein are granted and reserved to, and shall inure to the benefit of and be binding on, the undersigned, its successors and assigns, and on all unit owners, purchasers and mortgagees and their heirs, executors, administrators, successors and assigns. The Association shall have the authority to execute all documents necessary to carry out the intent of this Section 21.

22. Failure of Association to Insist on Strict Performance Not Waiver.

The failure of the Association to insist, in any one or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration, or to exercise any right or option herein contained, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of such term, covenant, condition or restriction, but such term, covenant, condition or restriction shall remain in full force and effect. The receipt by the Association of payment of any assessment from a unit owner, with knowledge of the breach of any covenant hereof, shall not be deemed as a waiver of such breach, and no waiver by the Association of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Association.

23. Amendments to Declaration.

Except as otherwise provided by the Act with respect to the percentage of interest in the common areas and termination of the condominium form of ownership, this Declaration may be amended by an affirmative vote of not less than three-fourths (3/4) of all votes entitled to be cast by members of the Association, following the initial sale by Declarant of all units in REGENCY HOUSE CONDOMINIUM. Prior to such time, the consent in writing of the Declarant, its successors or assigns, shall also be required. No amendment shall alter or abrogate the rights of Declarant as contained in the Declaration. Copies of amendments shall be certified by the President and Secretary of the Association in form suitable for recording. A copy of the amendment shall be recorded with the Register of Deeds for Milwaukee County, Wisconsin, and a copy of the amendment shall also be mailed or personally delivered to each unit owner at his address on file with the Association.

24. **Notices.**

All notices and other documents required to be given by this Declaration or the By-Laws of the Association shall be sufficient if given to one (1) registered owner of a unit regardless of the number of owners who have an interest therein. Notices and other documents to be served upon Declarant shall be given to the Agent specified for receipt of process herein. All owners shall provide the Secretary of the Association with an address for the mailing or service of any notice or other documents and the Secretary shall be deemed to have discharged his duty with respect to the giving of notice by mailing it or having it delivered personally to such address as is on file with him.

25. **Service of Process.**

The person to receive service of process shall be Lawdock Inc., 780 North Water Street, Milwaukee, Wisconsin 53202, or such other person as may be designated from time to time by the Board of Directors of the Association, which designation shall be filed with the Register of Deeds of Milwaukee County, Wisconsin.

26. **Number and Gender.**

Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

27. **Captions.**

The captions and section headings herein are inserted only as matters of convenience and for reference, and in no way define nor limit the scope or intent of the various provisions hereof.

28. **Severability.**

The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of the remaining portion of said provision or of any other provision hereof.

29. **Homestead.**

This is not homestead property.

IN WITNESS WHEREOF, the said AA LIMITED PARTNERSHIP, Declarant, has caused this document to be executed by American Tektonix Corporation, the general partner, at Milwaukee, Wisconsin, this 1st day of August, 1974.

AA Limited Partnership
By American Teklonix Corporation, the General Partner
By Joel R. Hillman, *President*

Attest: Lee R. Combs, *Secretary*

AUTHENTICATION

Signatures of Joel R. Hillman and Lee R. Combs, authenticated this 1st day of August, 1974. Richard W. Cutler, *Member, State Bar of Wisconsin.*

This instrument was drafted by David L. Petersen, Quarles & Brady, Attorneys at Law, 780 N Water Street, Milwaukee, Wisconsin, 53202.