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BY-LAWS OF

RANCH HOME I OWNER'S ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

Section 1. Name. The name of the corporation shall be RANCH HOME I OWNER'S ASSOCIATION, INC. (the "Association").

Section 2. Location. The principal office of the Association shall be at N97 W17770 Riversbend Circle, Germantown, Wisconsin 53022. The Association may have offices at such other places as the Board of Directors of the Association (the "Board") may from time to time determine.

ARTICLE II

APPLICATION, MEMBERSHIP AND INITIAL ORGANIZATION

Section 1. Application. This Association is a "Section Association", as defined in the Declaration of Condominium of Riversbend, a condominium (the "Declaration"). These By-Laws, together with the Declaration, all amendments to the foregoing, all rules and regulations passed by the Association, the Articles of Incorporation, By-Laws and rules of Riversbend Owner's Association, Inc. ("Riversbend Association"), and the Wisconsin Condominium Ownership Act, as the same may be amended, renumbered or renamed from time to time (the "Act"), shall apply to, govern and control the Ranch Home Section I property described in the Declaration and all present or future owners, tenants, employees and other persons using it. The mere acquisition, rental or occupancy of a dwelling unit (a "Residential Unit") on the property will signify the acceptance and ratification of these By-Laws by all such persons.

Section 2. Members. The Members of the Association shall consist of the record title owners of Residential Units in the Ranch Home Section I. The terms "Residential Unit owners" and "Residential Units" in these By-Laws shall mean only the Members described above and the Residential Units which such Members own in the Ranch Home Section I.

Section 3. Initial Organization. Notwithstanding any provision set forth in these By-Laws to the contrary, Seventy-Six, a joint venture, (the "Declarant"), shall designate the initial Board, consisting of five (5) persons. Such members of the Board, or successors to any of them as designated by Declarant, need not be Residential Unit owners and shall continue to serve as follows:

(i) Prior to the conveyance of 25% of the undivided interest in the General Common Elements, as defined in the Declaration, by Declarant to purchasers, a special meeting of the Members shall be called, at which time two (2)

members of the initial Board, or their successors as designated by Declarant, shall tender their resignations and the Residential Unit owners other than Declarant shall elect two (2) new members of the Board in accordance with the provisions of Article V of these By-Laws;

(ii) Subsequent to the special meeting called in accordance with paragraph (i) above and upon the earlier of the expiration of ten (10) years from the date the first Residential Unit is conveyed to any person other than Declarant or the passage of thirty (30) days from the conveyance of 75% undivided interest of the General Common Elements by Declarant to purchasers, a special meeting of the members shall be called not later than thirty (30) days thereafter, at which time all members of the initial Board, or their successors, as designated by Declarant, but not having previously tendered their resignations, and the members shall elect such number of new members of the Board as shall be necessary so that the Board shall consist of five (5) persons, including such new members as may have been elected pursuant to paragraph (i) above, in accordance with the provisions of Article V of these By-Laws.

For the purpose of determining the percentages in paragraphs (i) and (ii) above, the undivided interest in the General Common Elements shall be deemed to consist of 96 part interests until such time as Declarant's right to expand the Condominium, described in Article XV of the Declaration, shall expire and Declarant shall be deemed to own all 96 interests less those appurtenant to Residential Units actually conveyed by Declarant.

ARTICLE III

VOTING, MAJORITY OF OWNERS, QUORUM, PROXIES

Section 1. Voting. Each Member shall have one (1) vote for each Residential Unit owned. If a Residential Unit is owned by more than one person, or is under lease, the person entitled to cast the vote for the Residential Unit shall be designated by a certificate signed by all of the record owners of the Residential Unit and filed with the Secretary of the Association. If the owners of any Residential Unit cannot agree on how to vote, each such Residential Unit shall lose its vote for the particular item voted upon. If a Residential Unit is owned by a corporation, the person entitled to cast the vote for the Residential Unit shall be designated by a certificate of appointment signed by a duly authorized officer of the corporation and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Residential Unit concerned. A certificate designating the person entitled to cast the vote of a Residential Unit may be revoked by the owner thereof at any time. There shall be no cumulative voting.

Section 2. Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of Members holding more than fifty (50%) percent of the votes shall constitute a quorum.

Section 3. Proxies. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting. Unless granted to a Lessee or a mortgagee, a proxy shall be effective only for 180 days.

ARTICLE IV

MEETINGS

Section 1. Roster of Members. The Association shall maintain a current roster of names and addresses of every Member upon whom notice of meetings of the Association shall be served. Every Member shall furnish the Association with his or her name and current mailing address; no Member may vote at meetings of the Association until the foregoing information is furnished.

Section 2. Place of Meetings. Meetings of the Association shall be held at its principal office or such other suitable place convenient to the Members as may be designated by the Board.

Section 3. Annual Meetings. The annual meetings of the Association shall be held on the first Tuesday of April of each year (the "annual meeting"). At each annual meeting the Members shall elect one or more members of the Board in accordance with Article V hereof. At such meeting there shall also be elected a representative from each Building on the Condominium, (the "Building Trustee") elected by the Members owning Residential Units within the particular Building represented. The Members may also transact such other business of the Association as may properly come before them.

Section 4. Special Meetings. The President shall call a special meeting of the Members when directed by resolution of the Board or when a petition signed by a majority of the Members is presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of the holders of four-fifths (4/5) of the votes of Members present, either in person or by proxy.

Section 5. Notice of Meetings. The Secretary shall deliver or mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Member of record, at the address shown on the roster, at least ten (10) days but not more than thirty (30) days prior to such meeting, unless waivers are duly executed by all Members. The delivery or mailing of a notice in the manner provided in this Section shall be considered notice served and such notice shall be effective upon the date of delivery or mailing.

Section 6. Adjourned Meetings. If any meeting of the Association cannot be organized because a quorum has not

attended, the Members who are present, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

Section 7. Order of Business. The order of business at all meetings of the Residential Unit owners shall be as follows:

(a) Roll call.
(b) Proof of notice of meeting or waiver of notice.
(c) Reading of minutes of preceding meeting.
(d) Reports of officers.
(e) Reports of committees.
(f) Election of inspectors of election (when applicable).
(g) Election of directors (when applicable).
(h) Unfinished business.
(i) New business.

Section 8. Parlimentary Procedure. Except where inconsistent with these By-Laws, meetings of the Association shall be conducted in accordance with the latest revised edition of Roberts Rules of Order.

ARTICLE V

BOARD OF DIRECTORS

Section 1. Number and Qualification. The affairs of the Association shall be governed by a Board of Directors composed of five (5) persons, of whom not more than one person is a non-Residential Unit owner, subject to the provisions of Article II, Section 3 hereof.

Section 2. Election and Term of Office. The term of office of the Directors shall be fixed as follows:

(i) The terms of the two Directors elected in accordance with paragraph (i) of Section 3 of Article II shall expire on the date of the annual meeting next succeeding the date of their elections. Thereafter, the term of each Director elected or re-elected in succession of these Directors shall be for two (2) years each and shall expire on the date of the annual meeting which is two (2) years next succeeding the date of such election or re-election.

(ii) (a) The term of one of the Directors elected in accordance with paragraph (ii) of Section 3 of Article II shall expire on the date of the annual meeting which next succeeds the annual meeting at which the terms of the Directors elected under paragraph (i) hereof shall expire. Thereafter, the term of each Director elected or re-elected in succesion of this Director shall be for one (1) year each and shall expire on the date of the annual meeting which next succeeds the date of such election or re-election.

(b) The terms of the other Directors elected in accordance with paragraph (ii) of Section 3 of Article IJ shall expire on the date of the annual meeting which next succeeds the annual meeting at which the terms of the Directors elected under paragraph (i) hereof shall expire. Thereafter, the term of each Director elected or re-elected in succession of these Directors shall be for two (2) years each and shall expire on the date of the annual meeting which is two (2) years next succeeding the date of such election or re-election.

(c) At the time of the initial election of the Directors under this paragraph (ii), each Director elected shall hold office for one of the above terms as determined by lot.

Each Director shall hold office until his or her successor has been elected and has attended his or her first meeting of the Board. When more than one Director is to be elected at any meeting, each Member shall cast votes for candidates equal in number to the Directors to be elected; provided, however, that there shall be no cumulative voting. The candidates who are elected shall be those receiving the greatest number of votes, in decreasing order, until the number of Directors to be elected have been so elected.

Section 3. Powers and Duties. The Board shall have the powers and duties necessary to administer the Condominium property and, among other duties, carry out the following:

(1) make and enforce (including enforcement through the establishment of a system of fines) rules and regulations and amendments thereto from time to time respecting the operation, use and occupancy of the Ranch Home Section I property;

(2) prepare a budget and certify the same to Riversbend Association in accordance with these By-Laws and the Declaration, and expend funds collected pursuant to such budget for insurance, taxes, utility services for and maintenance, repair and operation of the Limited Common Elements of the Section or for such other purposes as shall fall within the responsibility of the Association and general powers of the Board;

(3) execute contracts on behalf of the Association, employ necessary personnel, and carry out all functions and purposes necessary for the operation of the Ranch Home Section I property, including acquiring and conveying property and suing on behalf of all Members;

(4) satisfy all liens against the Section property and pay necessary expenses connected therewith;

(5) select the Governors of Riversbend Association who represent this Section Association; and

(6) perform such other functions as are required by law.

Section 4. Fees. No fee or other compensation shall be paid to any member of the Board at any time except by specific resolution of the Association.

Section 5. Vacancies. Vacancies in the Board caused by any reason other than the removal of a Director by a vote of the members shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association.

Section 6. Removal of Directors. At any regular or special meeting duly called, any one or more of the Directors elected by the Members may be removed with or without cause by Members holding more than fifty (50%) percent of the votes and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Members shall be given an opportunity to be heard at the meeting.

Section 7. Organization Meeting. The first meeting of a Board, after one or more Directors have been newly elected, shall be held within ten (10) days of such election at such place as shall be fixed by the Directors at the meeting at which such Directors were newly elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the full Board shall be present.

Section 8. Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be designated from time to time, by a majority of the Directors, but at least one such meeting shall be held during each fiscal year. Notice of regular meetings of the Board shall be given to each Director, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.

Section 9. Special Meetings. Special meetings of the Board may be called by the President on three (3) days notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board shall be called by the President or Secretary in like manner and on like notice on the written request of at least four (4) Directors.

Section 10. Waiver of Notice. Before or at any meeting of the Board, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 11. Board of Directors' Quorum. At all meetings of the Board, a majority of the Directors shall constitute a quorum for the transaction of business and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board. If at any meeting of the Board there is less than a quorum present, then the majority of those present may adjourn the

meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 12. Fidelity Bonds. The Board shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

Section 13. Building Trustee. Each Building Trustee shall be given notice as provided herein for Directors for each regular or special meeting of the Board and shall be permitted to attend such meetings and to make statements, but not to vote.

ARTICLE VI

OFFICERS

Section 1. Designation and Election. The principal officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected annually by the Board. The Directors may elect an assistant treasurer, an assistant secretary or such other officers as in their judgment may be necessary.

Section 2. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board or at any special meeting of the Board called for such purpose.

Section 3. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board. He shall have all of the general powers and duties which are usually vested in the office of president of an Association, including, but not limited to, the power to appoint committees from among the Members from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association.

Section 4. Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board shall appoint some member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board.

Section 5. Secretary. The Secretary shall keep the minutes of all meetings of the Board and of the Association. He shall have charge of such books and papers as the Board may direct and he shall, in general, perform all the duties incident to the office of Secretary. The Secretary shall count the votes cast at any annual or special meeting of the Association or the Board.

Section 6. Treasurer. The Treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all

receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, in such depositories as may from time to time be designated by the Board.

Section 7. Compensation. No officer shall receive compensation for services rendered to the Association unless the same be established by a resolution of the Members.

ARTICLE VII

BUDGET, ASSESSMENTS AND DEPOSITORIES

Section 1. Budget. The Board shall at least annually prepare a budget for the operation of the Association. Such budget will contain estimates of the cost of operating the Association and shall include all common expense items of the Limited Common Elements of the Section and the Buildings therein, and the Private Limited Common Elements therein, including, but not limited to, taxes; the maintenance and repair of exterior walls, roofs, pipes, ducts, service and utility areas, recreation areas and facilities; the cost of insurance of all types; administration costs; and any other expense item inuring to the benefit of all Members. The Board shall determine what sums, if any, will be required for improvements, capital expenditures, reserves or replacement funds, or other operations not included in the above which shall be included in the budget. The Declarant shall be chargeable with or responsible for any assessments only as provided in Article VI of the Declaration. The items in the budget relating to the Limited Common Elements of a Building shall be shared only among the owners of Residential Units in such Building.

Section 2. Certification. The budget and the estimate of the charges to be paid during each year by each Member for the share of the common expenses as above, in accordance with the provisions of the Declaration, shall be certified to Riversbend Association for adoption and assessment against each Residential Unit, to be paid in accordance with the resolutions of Riversbend Association, which shall be solely responsible for collection. The first assessment payment shall be made, on a prorated basis where proper, upon receipt by the Member of his deed to his Residential Unit. If such budget proves inadequate, the Board at any time may certify an additional budget to Riversbend Association. Assessments and installments on such assessments shall be paid on or before ten (10) days after the date when such assessments and installments are due. Any assessment or installment not paid within ten (10) days of its due date shall be delinquent, and the Residential Unit owner shall be charged interest at the rate of twelve (12%) percent per annum on the unpaid assessment or installment of such assessment. The interest charged shall be calculated from the date when the assessment or installment was first due until the date it is paid. All payments upon account shall be first applied to the interest, if any, and then to the assessment payment first due. If a Member fails to pay the assessment within the time herein specified, such failure shall constitute a default hereunder and the Board may request that Riversbend Association take such appropriate

measures as may be allowable by law, including, but not limited to, the filing of a statement of condominium lien in accordance with the Act. No Member shall be entitled to cast a vote for a Residential Unit at any meeting of the Association if there is recorded a statement of Condominium lien on the Member's Residential Unit and the amount necessary to release the lien has not been paid at the time of the meeting.

Section 3. Depositories. The funds of the Association shall be deposited in a bank or banks or other depositories designated by the Board and shall be withdrawn therefrom only upon check or order signed by the officers who shall from time to time be designated by the Board for that purpose. The Board may require that all payment of assessments imposed by the Board against Members be paid by such Members directly to a designated depository. The Board may direct that checks of less than $500.00 for payment of the obligations of the Association bear only one (1) signature of a designated officer but checks for a greater amount must bear a signature and counter-signature of designated officers.

ARTICLE VIII

OBLIGATIONS OF THE UNIT OWNERS

Section 1. Maintenance and Repair.

(a) Every Member must perform promptly all maintenance and repair work within his own Residential Unit and within or on the Private Limited Common Elements appurtenant to his Residential Unit, shall keep the patio or balcony, if any, appurtenant to his Residential Unit in a clean and neat condition, clear of snow, ice and water, and is expressly responsible for the damages and liabilities that his failure to do so may cause.

(b) Each Member shall immediately reimburse the Association for any expenditures incurred in repairing or replacing any part of the Limited Common Elements of the Section in any manner damaged by him, any member of his family, any tenant, any employee or any other user or occupant of his Residential Unit.

Section 2. Use of Common Areas and Facilities. No Member shall place or cause to be placed any objects of any kind in the Common Elements, except in the Private Limited Common Elements appurtenant to his Residential Unit, unless otherwise prohibited.

Section 3. Right of Entry.

(a) Each Member grants a right of entry to his Residential Unit to any person authorized by the Board in case of any emergency, whether the Member is present at the time or not. Any damage or loss caused as a result of such entry shall be at the expense only of the Member if, in the judgment of those authorizing the entry, such entry was for emergency purposes.

(b) Each Member shall permit such person authorized by the Board, or their representatives, when so required, to

enter his Residential Unit for the purpose of performing non-emergency installations, alterations or repairs, provided that requests for entry are made in advance and that such entry is at a time convenient to the Member.

Section 4. Right of Conduct.

(a) There shall be no advertisements or posters of any kind posted or displayed in or on the Section property, except as may be permitted by the Declaration.

(b) Residents shall exercise extreme care about making noises and in the use of musical instruments, radios, televisions and amplifiers that may disturb other persons. Domestic animals may be kept only as permitted by the Declaration.

(c) It is prohibited to hang garments, rugs, etc., from the windows or in any areas outside the Residential Units.

(d) It is prohibited to dust rugs, etc., from the windows or in any areas outside the Residential Units.

(e) It is prohibited to throw garbage or trash outside the disposal receptacles.

(f) No Member shall install wiring for electrical or telephone installations, television antennae, machines or air-conditioning units, etc., on the exterior of the Section property or that protrude through the walls or the roof of any Building.

Section 5. Remedies. Failure to comply with any of these By-Laws or any other rules, regulations, covenants, conditions or restrictions imposed by the Act, the Declaration or the Board shall be grounds for action to recover sums due for damages or injunctive relief or both, maintainable by the Association or, in a proper case, by an aggrieved Member.

ARTICLE IX

AMENDMENTS

Section 1. By-Laws. These By-Laws may be amended by the Members in a duly constituted meeting for such purpose; but no amendment shall take effect unless approved by the owners of at least sixty-seven (67%) percent of the total Residential Units and Declarant, but Declarant's approval shall be necessary only until the election under Article II, Section 3(ii) hereof takes place. No amendment shall limit any of the rights granted to or reserved by Declarant herein.

ARTICLE X

MORTGAGES, STATEMENT OF UNPAID ASSESSMENTS

Section 1. Notice to Association. Any Member who permits or causes his Residential Unit to be encumbered by a mortgage shall notify the Secretary of each such mortgage and the name and address of each such mortgagee. Such notice may

also be served by any such mortgagee. The Secretary shall maintain a record of the names and addresses of all mortgagees of which the Secretary shall have received notice.

Section 2. Notice of Unpaid Assessments. Notices of unpaid assessments relating to the Section budget shall be given by Riversbend Association in accordance with its By-Laws.

Section 3. Notice to Mortgagee. Any mortgagee of a Residential Unit shall be entitled to written notice from the Association of any default by the then Member or, if applicable, any then occupant of the Residential Unit in the performance of any obligations set forth in these By-Laws, the Declaration, any amendments to the foregoing or all rules and regulations of the Association, which is not cured within 30 days of such default; provided the Association shall previously have been notified of the mortgagee in the manner set forth above. Any notice required or permitted to be given to any mortgagee pursuant to these By-Laws shall be deemed given if mailed or delivered to such mortgagee at the address shown in such record and shall be deemed effective as of the date of mailing or delivery.

ARTICLE XI

CONFLICTS

These By-Laws are set forth to comply with the requirements of the Act. If these By-Laws conflict with the provisions of the Act, or the Declaration, the provisions of the Act or of the Declaration will control.

ARTICLE XII

FISCAL YEAR

The fiscal year of the corporation shall begin on the first day of January and end on the 31st day of December of each year.

Adopted this 20th day of October, 1980.

ARTICLES OF INCORPORATION
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ARTICLES OF INCORPORATION

OF

RANCH HOME I OWNER'S ASSOCIATION, INC.

The undersigned, being a natural person over the age of eighteen (18) years and acting as incorporator for the purpose of forming a non-stock, non-profit corporation under the provisions of Chapter 181 of the Wisconsin Statutes (the "Law"), does hereby adopt these Articles of Incorporation.

ARTICLE I

NAME

The name of the corporation shall be RANCH HOME I OWNER'S ASSOCIATION, INC.

ARTICLE II

PERIOD OF EXISTENCE

The corporation shall have perpetual existence.

ARTICLE III

PURPOSES

The purposes for which this corporation is organized are as follows:

(a) To serve as an association of unit owners who own real estate and improvements under the condominium form of use and ownership as provided in Chapter 703 of the Wisconsin Statutes as the same may be amended, renumbered or renamed from time to time (the "Act"), and subject to the terms and conditions of the Declaration of Condominium (the "Declaration") of RIVERSBEND (the "Condominium") as recorded in

the office of the Register of Deeds for Washington County, Wisconsin;

(b) To provide for the administration, maintenance, preservation and control only of the Ranch Home I Section of such Condominium, as defined in the Declaration, in accordance with and in furtherance of the Declaration created under and pursuant to the Act; and

(c) To engage in any lawful activity within the purposes for which a non-stock, non-profit corporation may be organized under the Law, subject to the Act and the Declaration.

ARTICLE IV

MEMBERS AND VOTING

The record owner of the fee title to any Unit in the Ranch Home I Section and an undivided interest in the Limited Common Elements of the Section, as defined in the Declaration, shall automatically be a member of this corporation upon becoming such owner and shall remain a member thereof until such time as his ownership ceases for any reason, at which time his membership in this corporation shall automatically cease. The respective rights and qualifications of each of the members of this corporation are set forth in the By-Laws of this corporation.

ARTICLE V

PRINCIPAL OFFICE AND REGISTERED AGENT

The location of the principal office of this corporation shall be N97 W17770 Riversbend Circle, Germantown, Wisconsin 53022 and the initial registered agent shall be William J. Godsell at the above address.

ARTICLE VI

DIRECTORS

The number of directors of this corporation shall be fixed in the By-Laws but in no event shall be less than three (3). The manner in which the directors shall be elected, appointed or removed shall be provided in the Declaration and By-Laws of the corporation.

The number of directors constituting the initial Board of Directors shall be five (5), and the names and addresses of the initial directors are:

William J. Godsell	5225 South 108th Street Hales Corners, Wisconsin 53130
Donald R. Polzin	N97 W17770 Riversbend Circle Germantown, Wisconsin 53022
George Machkovich	N97 W17770 Riversbend Circle Germantown, Wisconsin 53022
George Weber	5225 South 108th Street Hales Corners, Wisconsin 53130
David Boldon	N97 W17770 Riversbend Circle Germantown, Wisconsin 53022

ARTICLE VII

INCORPORATOR

The name and address of the incorporator of this corporation is:

William J. Godsell
5225 South 108th Street
Hales Corners, Wisconsin 53130

ARTICLE VIII

AMENDMENTS

Amendment of these Articles of Incorporation shall require the assent of seventy-five (75%) percent of the entire membership of this corporation together with the assent of the Board of Governors of Riversbend Owner's Association, Inc.

ARTICLE IX

STOCK, DIVIDENDS AND DISSOLUTION

This corporation shall not have or issue shares of stock. No dividend shall ever be paid and no part of the assets or surplus of this corporation shall be distributed to its members, directors or officers. This corporation may pay compensation in reasonable amounts to employees, members, directors or officers for services rendered and may confer benefits upon its members in conformity with its purposes.

This corporation may be dissolved with the assent given in writing and signed by not less than seventy-five (75%) percent of the members together with the assent of the Board of Governors of Riversbend Owner's Association, Inc.. Upon dissolution of this corporation, other than incident to a merger or consolidation, all of its assets, after payment of its liabilities, shall be distributed to one or more non-profit corporations, societies, trusts or other organizations and/or dedicated to an appropriate public agency or agencies; provided, however, that any such non-profit corporation, society, trust, other organization or public agency has purposes deemed by a majority of the directors of this corporation to be similar to those of this corporation and that if none of the foregoing entities are deemed to exist, then all of the assets of this corporation, after payment of its liabilites, shall be distributed to a non-profit corporation, society, association, trust or other organization, or any one or more of the foregoing, devoted to the promotion of aesthetic, cultural or educational purposes.

Executed in duplicate on this 20th day of October, 1980.

/s/ William J. Godsell
William J. Godsell

STATE OF WISCONSIN)
)SS
COUNTY OF MILWAUKEE)

Personally came before me, this 20th day of October, 1980, the above named William J. Godsell, to me known to be the person who executed the foregong Articles of Incorporation, and acknowledged that he executed the same for the purposes therein contained.

Notary Public, State of Wisconsin
My commission: _____

This document was drafted by Robert A. Teper and Hal Karas of Herz, Levin, Teper, Chernof & Sumner, S.C., 777 East Wisconsin Avenue, Milwaukee, Wisconsin 53202

ANNUAL OPERATING BUDGET
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