

ARTICLES OF INCORPORATION

THE GROVE CONDOMINIUMS
BROOKFIELD, WISCONSIN

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ARTICLES OF INCORPORATION

Executed by the undersigned for the purpose of forming a Wisconsin corporation under Chapter 181 of the Wisconsin Statutes, WITHOUT STOCK AND NOT FOR PROFIT.

ARTICLE 1

The name of the Association is ~~THE GROVE HOMEOWNERS ASSOCIATION, INC.~~

ARTICLE 2

The Period of existence shall be perpetual.

ARTICLE 3

The purposes shall be to engage in any lawful activities authorized by Chapter 181 of the Wisconsin Statutes.

ARTICLE 4

Location of the principal office is c/o Jonathan G. Spheeris, 311 East Wisconsin Avenue, Oconomowoc, WI 53066.

ARTICLE 5

Name of the initial registered agent is Jonathan G. Spheeris..

Article 6

Address of the initial registered agent is 311 East Wisconsin Avenue, Oconomowoc, WI 53066.

ARTICLE 7

The number of Directors may be fixed by by-laws but shall not be less than three (3).

ARTICLE 8

The number of Directors constituting the initial Board shall be three (3), who need not be members of the Association.

ARTICLE 9

Names and address of the initial Directors:

Jonathan G. Spheeris	311 E. Wisconsin Ave.	Oconomowoc, WI 53066
Edward W. Hintz, Jr.	N11 W29645 Southampton Drive	Waukesha, WI 53188
Donald J. Schuetz	P. O. Box 226	Oconomowoc, WI 53066

ARTICLE 10

MEMBERSHIP

Every owner of a Unit in The Grove Condominiums located in the City of Brookfield, Waukesha County, Wisconsin shall be entitled and required to be a member of the Association. If title to a Unit is held by more than one person, each of such persons shall be members. An Owner of more than one Unit shall be entitled to one membership for each such Unit owned by him. Each such membership shall be appurtenant to the Unit upon which it is based and shall be transferred automatically by conveyance of that Unit. No person or entity other than an Owner of a Unit or Developer may be a member of the Association, and membership in the Association may not be transferred except in connection with the transfer of title to a Unit; provided, however, that the rights of voting may be assigned to a Mortgagee as further security for a loan secured by a mortgage on a Unit.

ARTICLE 11

VOTING RIGHTS

All Owners shall be entitled to one (1) vote for each Unit owned. When more than one person holds an interest in any Unit the vote for such Unit shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any Unit. There can be no split vote. If only one of multiple owners of a Unit is present at a meeting of the Association, the owner present is entitled to cast the vote allocated to that unit. If more than one of the multiple owners is present, and any one of them purports to cast the vote allocated to that unit on any issue without protest being made promptly by any of the others to the person presiding over the meeting, it shall be conclusively presumed that such voting owner had the authority to cast the vote. In the event of such a protest, if such dispute is not resolved by the multiple owners prior to the vote being completed, they shall not be entitled to cast a vote.

The Developer shall be entitled to one (1) vote for each Unit owned; provided, however, that notwithstanding the foregoing provisions for voting, the Developer shall have sufficient votes to constitute a majority of votes until all its Units are sold including but not limited to any and all units, built or unbuilt, not yet annexed to the project which Developer has the right to annex pursuant to Article IX of the Declaration for The Grove Condominiums; provided, further, that Developer's control shall cease seven (7) years after the first Unit is conveyed to a purchaser other than the Developer, or thirty (30) days after the conveyance of seventy-five percent (75%) of the Units, including but not limited to any and all units, built or unbuilt, not yet annexed to the project which Developer has the right to annex pursuant to Article IX of said Declaration, whichever time is earlier.

ARTICLE 12

DISSOLUTION

In the event of dissolution of this Association, the assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or

other organization to be devoted to similar purposes. In no event shall any part of the income or assets of the Association, upon dissolution or otherwise, be distributable to its members, directors or officers

ARTICLE 13

These articles may be amended in the manner authorized by law at the time of amendment.

ARTICLE 14

The name and address of the incorporator is Daniel R. Heiden, 405 N. Calhoun Rd., Brookfield, Wi. 53005.

Executed in duplicate the _____ day of _____, 198__.

Daniel R. Heiden

STATE OF WISCONSIN)
WAUKESHA COUNTY)SS

Personally came before me this _____ day of _____, 198__, the above named Daniel R. Heiden, to me known to be the person who executed the foregoing instrument and acknowledge the same.

Notary Public, State of Wisconsin
My Commission is permanent.

This document was drafted by DANIEL R. HEIDEN

After Recording, return to:

Atty. Daniel R. Heiden
405 N. Calhoun Rd.
Brookfield, Wi. 53005