

BY-LAWS- of Arizona Lutheran Retirement Center

ARTICLE I- Statement of principles. Arizona Lutheran Retirement Center is organized for the purpose of establishing within the State of Arizona a retirement home to be working within the Wisconsin Evangelical Lutheran Synod.

ARTICLE II. Purposes and Objectives. The primary objective of this corporation is to give spiritual and material aid to those members of the Wisconsin Evangelical Lutheran Synod in the State of Arizona for the establishment of a retirement home within the State of Arizona to be working within the Wisconsin Evangelical Lutheran Synod.

In addition to this primary objective, this corporation will pursue and promote the following activities: 1- Upon the establishment of a retirement home in the State of Arizona working within the WELS to provide the maintenance and the operation of the said retirement home. 2- Upon the establishment of a retirement home in the State of Arizona working within the WELS to provide where possible assistance for the indigent and needy members of the WELS who have need of the use of facilities of a retirement home. That is to say, to provide facilities for the indigent and the needy in the retirement home when and as possible. 3- To provide spiritual and material aid for the program of the retirement home and of the members of the WELS resident in the retirement home. 4- To act as Trustee of the trust funds created solely for charitable purposes as that term is defined in Section 501 (c)(3) of the U.S. Internal Revenue Code of 1954 as amended, and any successor section. 5- To accept gifts, devises and bequests of property both real and personal for the use and purposes of this corporation and to disburse the same and apportion the same in accordance with the objectives and purposes of the corporation as in the judgment of the Board of Directors and officers of the corporation will favorably achieve and make possible its purposes and objectives. 6- In the event of dissolution or cessation of activities, all assets remaining after the payment of any outstanding liabilities shall be given to the participating congregations in proportion to their capital donations provided such congregations shall have established exemption under section 501 (c)(3) of the U.S. Internal Revenue Code of 1954, as amended, or any successor section.

ARTICLE III- Membership and Dues- Membership in this corporation shall be limited to congregations in the State of Arizona affiliated with the WELS. There shall be no dues or other charges made by this corporation for membership within this corporation. All funds received by the corporation are to be received by way of payments from residents of the retirement home, gift, or otherwise, and there shall be no compulsion upon any person or congregation to make any contribution or pay any dues to this corporation. At the time a retirement home is in actual operation, and Admissions Committee shall be established and admittance to the retirement home as a resident or guest of the retirement home shall be upon application for admission, which application shall be reviewed by the Admissions Committee with preference for admission being given first to persons holding membership in participating congregations and second to persons holding membership in congregations or churches affiliated with the WELS but not participating and thereafter to any others at the discretion of the Admissions Committee.

ARTICLE IV- Organization. Board of directors: The business and affairs of this corporation shall be managed and controlled by a Board of Directors of not less than three nor more than fifteen Directors, each of whom must be a member of a participating congregation or church affiliated with the WELS. The Board of Directors of this corporation shall meet on a regular basis to be established by the Board of Directors. Members present at any regular meeting of the Board of Directors shall constitute a quorum. The term for each Director elected shall be for a period of 3 years. Each Director so elected shall take office at the annual meeting of the Corporation, which annual meeting shall be held on the second Sunday in February. Directors are to be elected by member congregations, that is, each member congregation shall have the privilege of electing one Director to the Board of Directors. Vacancies on the Board of Directors are to be filled by the congregation whose Director has created the vacancy by resignation or otherwise, and each director elected shall hold office until his successor qualifies. No notice shall be required to be given of any regular meeting of the Board of Directors, but each Director shall take notice thereof.

ARTICLE V- Powers of Directors- The Directors shall have power: 1- To call special meetings when they deem it necessary; 2- Appoint committees, officers and agents of the Corporation and to prescribe from time to time a change in duties of committees, officers or agents. 3.- To conduct and control the affairs and business of the corporation and to make rules and regulations not inconsistent with the laws of the State of Arizona, regulatory agencies, with the by-laws of the corporation, or Section 501 (c)(3) of the U.S. Internal Revenue Code of 1954, as amended, or any successor section.

ARTICLE VI- Duties of Directors- It shall be the duty of the Directors: 1- To cause to be kept a complete record of all their minutes and acts and present a full statement annually to the member congregations. The Statement shall show in detail the assets and liabilities of the corporation and generally the condition of its affairs. 2- To carry out the purposes and objectives of this corporation.

ARTICLE VII- Officers The officers shall be an Executive Secretary, a President, a Vice-president, Secretary, and a Treasurer, which officers shall be elected annually and hold office for a term of one year or until replaced by action of the board. The above officers shall be ex officio members of all committees.

ARTICLE VIII- Executive Secretary. The Board of Directors shall at their annual meeting elect an Executive Secretary. The Executive Secretary need not be a member of the Board of Directors. The Executive Secretary shall be the person who shall be responsible for the day to day operation of the retirement home and the day to day business affairs of this corporation. The Executive Secretary shall be responsible to the Board of Directors and shall report to the Board of Directors at their regular meetings concerning his activities since the last regular meeting of the Board.

ARTICLE IX- President. The Board of Directors shall at their annual meeting elect one of their number to act as President. If at any time the President shall be unable to act, the Vice-President shall act in his place and perform his duties; if the Vice-President from any cause shall be unable to act, the Board of Directors shall appoint some other member of the Board so to do, which person shall be vested for the time being with all of the duties and functions of the President. The President or person acting as such shall - 1- Preside over all meetings. 2- Sign as President together with the Executive Secretary contracts and other legal documents in writing, if and when as directed to do so by the Board of Directors, which board however, may authorize such contracts and other instruments in writing instead of being signed by the Pres., to be signed by the Executive Secretary along, or to be signed by any other officer of the corporation. 3- Call the Directors together when he deems it necessary and shall give, subject to the advise of the Executive Secretary and of the other Directors, direction of the affairs of this corporation.

ARTICLE X Secretary The Board of Directors shall at their annual meeting elect a Secretary; 1- The Secretary shall have the duty to keep a record of the proceedings of the Board of Directors. 2- Whenever it is provided by these by-laws, notice shall be given either of regular or special meetings of the Directors. Such notice shall be given by the Secretary.

ARTICLE XI- Treasurer The Board of Directors shall at their annual meeting elect a Treasurer. The Treasurer shall receive all of the funds of the corporation and pay out only on checks or otherwise as directed by the Board of Directors; provided, however, that the Board of Directors may provide for a depository of the funds of the corporation and may by resolution prescribe the manner in which said funds shall be drawn from said depository. The Treasurer shall be responsible to see that the funds of the corporation shall not be used for any purpose which shall cause the corporation to be precluded from obtaining exemption under Section 501 (c)(3) of the U.S. Internal Revenue Code of 1954 as amended, or any successor section.

ARTICLE XII- Books and papers All of the records which belong to the corporation shall at all times at business hours be open to the inspection of any Director thereof or any member of a member congregation.

ARTICLE XIII- Indebtednesses The Board of Directors shall have the power to incur indebtednesses and the terms and amounts thereof shall be entered in the minutes. The Board of Directors shall have the power to secure said indebtednesses or any obligation or obligations of the corporation by pledge, mortgage, deed of trust, or other security given upon the property owned by it or in which it has any interest.

ARTICLE XIV AMENDMENTS These by-laws may be repealed or amended or new by laws may be adopted at the annual meeting or at any other meeting of the Board of Directors called for that purpose by a vote representing two-thirds of the Board and ratified in the successive regular meeting.

ARTICLE XV- ADMISSIONS- Other than the screening of admissions by the Admissions Committee as set forth herein and in accordance with the terms set forth herein, there shall be no discrimination for admissions to the retirement home or of any of the activities of this corporation on account of national origin, race, color, or sex.

Appendix TWO

entation Pastor Hoenecke state-
re important only as they ex-
which He has inspired in us as
ves them spiritual and eternal
ldren should be that their
converted to everlasting value
If we looked at the matter
would be to invest as heavily
ise which pays such handsome

lize such a 10% increase?
9% That's only missing it by
into cold hard cash.

ome mission openings,
ve professors,
ve world missionaries,
High School subsidies,
Cameroons and closing India.

oal by five per cent the re-
disasterous.

s,
igan Lutheran Seminary,
hwestern Lutheran Academy and
less new mission openings,
heast Asian and Latin Ameri-
and closing all campus work.

tay where we are. Any less is
to go forward!

Thomas B. Franzmann, Chairman

Support

Support, you offer assistance
astors and teachers and widows
e to support themselves. In
360 a month through our dist-

rict. Pastors Wm. Krueger and Otto Schupmann were
called to their eternal rest during the year. Mrs.
Walter Gieschen has also been called home recently.
The estimate of monthly support for 1976 is \$1,335 a
month. Along with the undersigned who serves as chair-
man, Pastor Wm. B. Gabb and Teacher D. Sauer are on
the committee with Pastor Frey.

\$1,245 per month to seven recipients.

Re: ARIZONA LUTHERAN RETIREMENT CENTER

In February of 1975 meetings were begun to estab-
lish a nursing home for our own Lutheran Aged. A year
later, we have a corporation with capital of a home
and property on 59th Ave. and Alice, and plans.

Phase I - Purchase an apartment complex and
after some remodeling offer board and
room to those interested.

Phase II - Using the experience of Phase I, pro-
ceed with the construction of a limited
care facility.

Phase III - With experience gained and the Lord
willing, to est ablish a full nursing
facility.

FINANCING. Donations from inhabitants (monthly or
in lump sums). Donations from interested parties.
Sales of bonds.

William O. Bein, Chairman

Adopted

9. Student Aid

Student Aid is available through the District Board
in two forms: 1) Travel Aid, 2) Tuition Aid. The mon-
ies for such aid are taken from the General Fund of our
Synod - from our Mission Offerings.

TRAVEL AID is a direct form of financial assistance
to students who are preparing to serve as pastors or
teachers of our Synod. The purpose of such travel aid
is to bring about some equalization of opportunity to
attend synodical schools for those students particu-

Appendix 3

CERTIFICATE AND ARTICLES OF
LUTHERAN INVESTORS, a Limited Partnership

We, the undersigned, having formed a limited partnership pursuant to the provisions of the Limited Partnership Law of the State of Arizona authorizing the formation of the same, hereby certify and state as follows:

ARTICLE ONE

This instrument shall constitute the Certificate of Limited Partnership and the Articles of Limited Partnership of this limited partnership entered into this _____ day of _____, 1977, by and between the undersigned.

ARTICLE TWO

The name of this limited partnership shall be "LUTHERAN INVESTORS".

ARTICLE THREE

The purpose and character of this partnership shall be to deal in real property in the State of Arizona, including the purchase, development, management and sale of such real property, and in connection therewith, to purchase and sell notes, mortgages, contracts and agreements for sale.

ARTICLE FOUR

The location of the principal place of business shall be in the city of Phoenix, Maricopa County, Arizona.

ARTICLE FIVE

The term of this partnership shall be for a period of twenty-five (25) years or until terminated as hereinafter provided.

ARTICLE SIX

Each partner, including the general partners, shall contribute to the partnership the amount stated after his signature thereto, and his interest in the properties of the partnership shall be in proportion thereof which the amount stated after his

signature bears to the whole of the partnership capital. No partner shall be called upon to make additional contributions or to pay a greater amount than that stated after his signature hereto. The contribution of each partner shall be paid in cash upon the execution of this instrument. It is intended that this partnership shall be a partnership not for profit, and should there be any profit therefrom, the profit will be paid to the ARIZONA LUTHERAN RETIREMENT CENTER, and not to the partners.

All contributions are to be paid to the general partners at Phoenix, Arizona, or such other place as the general partners may direct.

ARTICLE SEVEN

The general partners shall have full control over the management of this limited partnership, and the said general partners shall have complete discretion in the selection of the properties to be purchased, the amount of the purchase price, the terms of the sale, of the mortgage, and of all other matters related to the partnership operation. The properties purchased shall be taken in the partnership name, and all business transacted shall be through the partnership bank account. The general partners may mortgage the partnership properties, and may exercise all powers with respect thereto which they would possess if they were the absolute owners thereof.

ARTICLE EIGHT

The losses, if any, of the partnership shall be shared and borne by the partners in proportion to their interest herein, provided, however, that the liability of each individual limited partner for the obligations and losses of the partnership shall be limited to, and shall not exceed the amount stated after his

signature hereto and his contribution in this partnership.

Profits, if any, as set forth and stated in Article Six shall be paid to the ARIZONA LUTHERAN RETIREMENT CENTER and shall not be distributed to the partners. The distribution is to be at the discretion of the general partners.

ARTICLE NINE

Should there be a disagreement between the general partners concerning any business activity or conduct of the partnership, the decision of the majority of the general partners shall be controlling.

ARTICLE TEN

Full and complete records and accounts will be kept by the partnership reflecting all income and expenses. Books shall be closed at the end of each year and reflect the net income and balance sheet of the partnership. Each partner shall be entitled to receive a detailed statement of the operation of the partnership reflecting the true condition of the partnership and showing the year's profit or loss. Any of the parties to this agreement shall have full and complete right to examine the books and records of the partnership at any reasonable time.

ARTICLE ELEVEN

This partnership may be terminated at any time at the sole discretion of the general partners, or by a majority of the interest hereunder. Upon dissolution or termination of the partnership, after the liabilities have been paid, payment shall be made to the partners in the following order.

A. To the limited partners, the amount of their capital contributions.

B. To the general partners, such sums as may be due for other than capital and profits.

C. Profits, if any, to the ARIZONA LUTHERAN RETIREMENT CENTER.

It is understood that the general partners

may also be limited partners for the purpose of this agreement, and distributions thereunder, and unless otherwise provided by amendment hereto, their contributions to the partnership shall be as limited partners, rather than as general partners.

Upon agreement of a majority of the interests herein, any partnership property may be distributed and delivered in kind to the partners so agreeing, excepting therefrom the general partners, provided, however, that all obligations of the partnership have been paid or assumed, and that the general partners and any limited partners not accepting or receiving interest in such property have been proportionately compensated therefor in cash.

ARTICLE TWELVE

The limited partners may substitute an assignee as contributor in their respective places to the extent of their individual interests in the partnership provided, however, that no assignment by a limited partner of his interest hereunder shall be effective until written notice thereof has been delivered to the general partners and approved thereafter by the general partners or a majority of the limited partners. In the event of the death of a limited partner, his estate shall succeed to his interest, rights and obligations hereunder and this partnership shall not be terminated or dissolved thereby. Should any limited partner desire to assign his interest during the life of this partnership agreement, he hereby agrees to give his remaining limited partners collectively the first right of refusal of his interest for thirty (30) days before offering his interest or assignment to others.

ARTICLE THIRTEEN

In the event of the death, retirement or insanity of any of the general partners, this partnership shall not be terminated nor dissolved. If all of the members of the partnership are able to obtain and appoint a succeeding partner within a period of three (3)

months thereafter to replace the general partner who may have died, retired or become incapacitated. Any successor so appointed shall have all the rights, duties and obligations of the deceased general partner in the management and control of the partnership. The estate of the general partner shall have the right to participate in the partnership with respect to the interest of the interest of the deceased general partner as a limited partner.

ARTICLE FOURTEEN

Each of the partners does hereby agree with the others that he will duly and faithfully observe and comply with all of the statutes of the State of Arizona covering limited partnerships and all of the provisions insofar as they are in any way applicable are made a part of this agreement with the same force and effect as if herein set forth at length.

It is further agreed and understood that this agreement may be signed in counterpart by the partners and that this agreement shall be binding on each of the partners when he has signed the agreement properly acknowledged and returned it to the general partners at the partnership offices.

IN WITNESS WHEREOF the parties have hereunto set their hands and have stated the amounts they will respectively contribute to the limited partnership on this the _____ day of _____, 1977.

GENERAL PARTNERS

LIMITED PARTNERS

	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
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	\$
	\$
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	\$
	\$
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	\$
	\$
	\$
	\$
	\$

SUBSCRIBED AND SWORN to before me this _____ day of _____, 1977, by _____.

Notary Public

My Commission expires:

SUBSCRIBED AND SWORN to before me this _____ day of _____, 1977, by _____.

Notary Public

My Commission expires:

SUBSCRIBED AND SWORN to before me this _____ day of _____, 1977, by _____.

Notary Public

My Commission expires:

SUBSCRIBED AND SWORN to before me this _____ day of _____, 1977, by _____.

Notary Public

My Commission expires:

SUBSCRIBED AND SWORN to before me this _____ day of _____, 1977, by _____.

Notary Public

My Commission expires:

APPLICATION FOR ADMISSION

- to -

THE ARIZONA LUTHERAN RETIREMENT CENTER

PHOENIX, ARIZONA

Name of applicant _____

Address _____

REQUIREMENTS FOR ADMISSION

1. The Home is an institution for the aged, maintained by the Arizona Lutheran Retirement Center, an Arizona corporation. The Arizona Lutheran Retirement Center is composed of Wisconsin Evangelical Lutheran Synod congregations. Preference shall therefore be given to those applicants who are members of member congregations.
2. Applications from members of non-member WELS congregations will be received, and the applicants admitted according to the discretion of the Admissions Committee, the applicant's need always receiving primary consideration.
3. All applications for admission to the Center must be submitted on the form provided by the Center for that purpose.
4. Applicants must be such that their mental and physical health will not disrupt the established routine of the Center.
If a resident becomes incapacitated after admission, he, or she, will not be denied continued residency unless he, or she, requires more care than the Center is able to provide.
5. It is expected that those who have assets, pay for their residency and services according to their ability. However, no one will be put out because he, or she, is destitute.

THE ARIZONA LUTHERAN RETIREMENT CENTER RESERVES
UNTO ITSELF

1. the exclusive right of accepting or rejecting any applicants for admission. No one is authorized to make a charge or to receive compensation in connection with the admission of any person to the Center.
2. the right to dismiss any resident for conduct which, in the judgment of the Board of Directors, is detrimental to the Center.
3. the right of making, through its Board, changes at any time under all circumstances.
4. the right to require those residents who are in need of financial help to apply for support from the available sources.
5. the right to place any resident who should become incapacitated into an institution qualified to render proper care or to require the next of kin to make adequate provision for removal of the resident from the center.

A P P L I C A T I O N

The information you will supply will be kept in confidence and will not be made public unless you give permission in writing.

1. NAME _____
SOCIAL SECURITY NUMBER _____
DATE OF APPLICATION _____
ADDRESS _____
 (Street)

 (City) (State) (Zip)
PHONE NUMBER _____

2. BIRTH-PLACE _____ DATE _____
Have you an official birth certificate? _____
Have you resided in Arizona the last 5 years? _____

3. FAMILY STATUS- (Mark X in proper square)
Single _____
Married Name of spouse _____ SS# _____
Widow _____
Widower Date of spouse's death _____
Divorced _____

4. CHILDREN (Name) (Age) (Address) (Phone)
1 _____
2 _____
3 _____

In case of an emergency, notify _____ (Relation) _____
 Phone _____

5. Whom would you name guardian in case you become incapacitated?
Name _____ Address _____
 Phone _____

6. Present Church membership _____ How Long? _____
Pastor _____ Address _____
 Phone _____

Is your pastor willing to serve you while you are at the Center? _____
Previous Church membership _____ How Long? _____

7. How do you propose to pay for your residency?

Social Security \$ _____ per month.
Pensions \$ _____ Per month.
Other \$ _____ per month.

Note- Doctor's fees, hospitalization, cost of medicine and drugs will be the responsibility of the resident.

8. Do you have any debts? _____ If so, please list.

9. Are you covered by Medicare? _____ Number _____

10. Your personal physician _____ Phone _____

Do you authorize your physician to release information to our administrator? _____

I hereby certify that to the best of my knowledge and belief, I have correctly answered all questions in this application, and I agree to abide by all the rules and requirements of the Center.

If I am accepted for residency in the Center, the agreements contained in this application shall be binding upon me, my personal representatives and heirs at law.

I understand that I may terminate my residency upon(30) thirty day written notice.

I hereby make this application for residency in the Arizona Lutheran Retirement Center of my own free will and accord. It is my purpose to make said Arizona Lutheran Retirement Center my permanent home. I declare the answers to the foregoing questions to be full and complete.

DATE _____ Your Signature _____

NOTARY SEAL OR SIGNATURE

State of _____

County of _____

Subscribed and sworn to before me this _____ day of _____

19 _____

(Notary Public)

My comission expires _____

I, Pastor _____, do certify that the above applicant is a member of our congregation and recommend that this application be earnestly considered.

Date

Signed