

AMENDED AND RESTATED BY-LAWS  
OF  
"THE RUSHES" CONDOMINIUM ASSOCIATION, LTD.

ARTICLE I  
NAME AND PURPOSE

Pursuant to the Article of Incorporation of "THE RUSHES" Condominium Association, Ltd., and the Condominium Declaration for "THE RUSHES" recorded in the Office of the Register of Deeds for Door County, Wisconsin, (hereinafter called "declaration"), by "THE RUSHES", a partnership (together with its successors and assigns hereinafter called "Declarant"), the following are adopted effective this second day of June, 2017 as the amended and restated By-Laws of "THE RUSHES" Condominium Association, Ltd., hereinafter sometimes referred to as the "Association") which is formed and organized to serve as an Association of Unit Owners who own real estate and improvements (hereinafter referred to as the "Property") under the condominium form of use and ownership, as provided in the Condominium Ownership Act under the laws the State of Wisconsin and subject to the terms and conditions of the Declaration.

These Amended and Restated By-Laws shall be deemed covenants running with the land and shall be binding on the unit owners, their heirs, administrators, personal representatives, successors and assigns.

ARTICLE II  
MEMBERS, VOTING AND MEETINGS

1. Members. The members of the Association shall consist of the individual unit week owners, and the rights and qualifications of these members are as follows:

a) Voting. The Association shall have one class of voting membership as follows:

(1) Members shall be all unit week owners who shall have one vote for each unit week owned. A unit is defined as one week.

b) One Membership Per Unit Week. If title to a unit week is held by more than one person, the membership related to this unit shall be shared by such owners in the same proportionate interests and by the same type of tenancy in which the title to the unit is held. Voting rights may not be split, and shared membership interests must be voted pursuant to the nomination contained in the Membership List.

c) Membership List. The association shall maintain a current Membership List showing the membership pertaining to each unit and the person designated to cast the one vote pertaining to such unit. Only the person so designated shall be entitled to cast a vote in person or by proxy. A designation may be charged by notice in writing to the Secretary of the Association signed by a majority of the persons having an ownership interest in the unit.

d) Transfer of Membership. Each membership shall be appurtenant to the unit upon which it is based and shall be transferred automatically upon conveyance of that unit. Membership in the Association may not be transferred, except in connection with the transfer of a unit. Upon transfer of a unit, the Association shall, as soon as possible thereafter, be given written notice of such transfer, and any other information about the transfer which the association may deem pertinent, and the Association shall make the appropriate changes to the Membership List effective as of the date of transfer.

2. Quorum and Proxies for Members' Meetings. A quorum for members' meetings shall consist of two (2) percent of the voters entitled to vote. Votes may be cast in person or by those who attend the meeting remotely in accordance with designations in the Membership List. Votes shall be collected and counted by the Secretary or a person appointed by the President. The meeting at which a quorum is present shall be the act of the members. Proxies shall be valid only for the particular meeting(s) or time period designated therein, unless sooner revoked, and must be filed with the Secretary before the appointed time of the meeting. If any meeting of members cannot be organized because a quorum is not present, a majority of the members who are present in person, or appearing remotely, may adjourn the meeting from time to time until a quorum is present, without future notice. At such adjourned meetings at which a quorum shall be present of represented any business may be transacted which might have been transacted at the meeting as originally noticed.

3. Time, Place, Notice and Calling of Members' Meetings. Written notices of all meetings stating the time and place and the purposes for which the meeting is called shall be given by the President or Secretary, unless waived in writing, to each member at their address as it appears on the books of the Association and shall be mailed or personally delivered not less than thirty (30) days nor more than sixty (60) days before or after meetings. Meetings shall be held at such time and place as may be designated by the Board of Directors. The annual meetings shall be held on the first Saturday in December of each year for the purpose of electing directors and the transacting any other business authorized to be transacted by the members. Special meetings of the members shall be held whenever called by the President or any two members of the Board of Directors and must be called by such officers upon receipt of a written request signed by members with five (5) percent or more of all votes entitled to the cast.

4. Association Mailing Address: The mailing address of the Association shall be The Rushes 3014 Rushes Rd. Baileys Harbor, WI 54202. Attention: General Manager

### ARTICLE III

#### BOARD OF DIRECTORS

1. Number, Election and Term of Office. The Board of Directors of the Association (sometimes referred to herein as the "Board") shall consist of nine (9) members (hereinafter referred to as "Directors"). Directors shall be elected by a majority of the votes present at the regular annual meeting of Association members. Board members shall have a term of three (3) years with three (3) board members elected at each annual meeting.

2. Powers and Duties of the Board of Directors. The affairs of the Association shall be governed by the Board of Directors. All powers and duties as shall be necessary for the administration of the affairs of the Association shall be exercised by the Board of Directors. Such powers and duties shall be exercised in accordance with the provisions of the Declaration, the Articles of Incorporation and these Bylaws.

3. Qualification. Each director shall be a unit owner or in the event of joint ownership any party of a jointly-held unit (or, if a unit owner is a corporation, partnership or trust, a director may be an officer, partner or beneficiary of such unit owner). If a Director shall cease to meet such qualifications during their term, they shall thereupon cease to be a director and their place on the Board shall be deemed vacant.

4. Vacancies on Board. Vacancies on the Board of Directors caused by any reason other than removal of a director by a vote of the members shall be filled by a 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 members at which that class of directors is to be elected.

5. Removal of Directors. At any regular or special meeting duly called, any one or more of the directors may be removed with or without cause by a majority of the votes of the members entitled to be cast and a successor may then and there be elected to fill the vacancy thus created. A Board member may be removed by a two-thirds (2/3) majority vote of all Board members with or without cause at a properly-noticed Board meeting.

6. Regular Meetings and Notice. A regular annual meeting of the Board of Directors shall be held immediately after and at the same place as, the annual meeting of the members.

7. Special Meeting and Notice. Special meetings of the Board of Directors may be called by the President or by two (2) directors on ten (10) days' prior written notice to each director, given personally, by mail or email, which notice shall state the time, place and purpose of the meeting.

8. Quorum of Directors – Adjournments. At all meetings of the Board of Directors, a majority of the directors attending either in person or remotely shall constitute a quorum for the transaction of business, and the act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors. If, at any meeting of the Board of Directors, there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time without further notice. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting as originally called may be transacted.

## ARTICLE IV

### OFFICERS

1. Designation, Election and Removal. The principal officers of the Association shall be a President, Vice President, Secretary and Treasurer, to be elected annually by the Board of Directors. Upon the affirmative vote of a majority of the members of the Board of Directors, any officer may be removed either with or without cause, and his successor shall be elected at the regular meeting of the Board of Directors, or at any special meeting called for that purpose. Any two or more offices, except a combination of the offices of the President and Vice President and President and Secretary, may be held by the same person.

2. President. The President shall be selected from among the members of the Board of Directors and shall be the Chief Executive Officer of the Association. The President shall preside at all meetings of the Association and of the Board of Directors. The President shall have all the general powers and duties which are usually vested in the office of President including, but not limited to, the power to sign, together with any other officer designated by the Board, any contracts, checks, drafts or other instruments on behalf of the Association in accordance with the provisions herein.

3. Vice President. The Vice President shall take the place of the President and perform the duties whenever the President shall be absent or unable to act. If both the President and Vice President are unable to act, the Board of Directors shall appoint some other 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 the Vice President by the Board of Directors

4. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and of the Association and shall have charge of the Association's books and records, and shall, in general, perform all the duties incident to the office of Secretary.

5. Treasurer. The Treasurer shall have responsibility for the Association's funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements and financial records and books of account on behalf of the Association. The Treasurer shall be responsible for the deposit of all monies and all valuable effect, in the name, and to the credit, of the Association in such depositories as may, from time to time, be designated by the Board of Directors. The Treasurer shall also be responsible for the billing and collection of all common charges and assessments made by the Association.

6. Liability of Directors and Officers. No person shall be liable to the Association for any loss or damage suffered by it on account of any action taken or omitted to be taken in their capacity as a director or officer of the Association, if such person (a) exercised and used the same degree of care and skill as a prudent person would have exercised or used under the circumstances in the conduct of their own affairs, or (b) took or omitted to take such action in reliance upon advice of counsel for the Association or upon statements made or information furnished by officers or employees of the Association which they had reasonable grounds to believe to be true. The foregoing shall not be exclusive of other rights and defenses to which they may be entitled as a matter of law.

7. Compensation. No compensation shall be paid to the Directors or officers for their services as directors. No compensation shall be paid to a director for services performed by the individual director for the Association. The reasonable expenses of travel and/or lodging while performing Association business will be reimbursed by the Association.

## ARTICLE V

### OPERATION OF THE PROPERTY

1. The Association. The Association, acting through the Board of Directors, shall be responsible for administration and operation of the condominium property, in accordance with the Condominium Ownership Act, the Declaration, the Articles of Incorporation and these Amended and Restated Bylaws.

2. Managing Personnel. The Board shall have the authority to engage the services of a general manager or other personnel to manage the Rushes on a day-to-day basis and to maintain, repair, replace, administer and operate the Property or any part thereof for all of the unit owners upon such terms and for such compensation and with such authority as the Board may approve.

3. Rules and Regulations. The Association, through the Board of Directors, shall, from time to time, adopt rules and regulations governing the operation, maintenance and use of the units and the common areas and facilities by the unit owners and occupants. Such rules and regulations of the Association shall not be inconsistent with the terms of the Declaration or the contracts, documents and easements referred to in the Declaration, and shall be designed to prevent unreasonable interference with the use of the respective units and the common areas and facilities by persons entitled thereto. The Association members, their lessees or guests, and any occupants of the units shall conform to and abide by all such rules and regulations. A violation of any such rules or regulations shall constitute a violation of the Declaration. The Association, through its Board of Directors, shall designate such means of enforcement thereof as it deems necessary and appropriate. The rules and regulations may be altered and amended or repealed in the same manner as these Bylaws. (See Article VIII).

a) Borrowing and Property Transfer. The Board of Directors, by a majority vote, may borrow money from time to time for the day-to-day operations of the condominium property. Any other borrowing of money or any purchase or sale of property may be authorized only by a recommendation of the Board of Directors and a two-thirds (2/3) vote of approval at a duly-noticed membership meeting.

4. Common Expenses. The Board of Directors shall determine the common expenses of the Association, and shall prepare an annual operating budget for the Association in order to determine the amount of the common charges payable by each unit to meet the estimated common expenses of the Association for the ensuing year. The amounts required by such budget shall be assessed and charged against the units and allocate among the members of the Association according to their respective percentages of ownership in the condominium as set forth in the Declaration. The common charges shall be prorated and paid semi-annually to the Association on or before the first day of January and first day of July of each year. If not paid on or before the due date, the charges shall bear interest at the rate to be determined by the Board of Directors.

5. Operating Budget. The annual operating budget shall provide for two funds, one of which shall be designated the "operating fund" and the other the "reserve fund." The operating fund shall be used for all common expenses which occur with greater than annual frequency, such as amounts required for the cost of maintenance of the common areas, management services, insurance, common services, administration, materials and supplies. The reserve fund shall be used for contingencies and periodic expenses such as painting or renovation. In the event the Association incurs extraordinary expenditures not originally included in the annual budget, then such sums as may be required in addition to the operating fund shall be first charged against the reserve fund. In the event that both funds prove inadequate to meet the necessary expenses, the directors may levy a further assessment which shall be charged to each owner in proportion to his ownership interest as set forth in the Declaration.

The reserve fund may include such amounts as the Board of Directors may deem necessary to provide for the purchase or lease of any unit whose owner has elected to sell or lease, pursuant to the terms of the Declaration. The reserve fund may also be used to discharge mechanic's liens or other encumbrances levied against the entire property, or against each unit, if resulting from action by the Association. The unit owner or owners responsible for any lien which is paid by the Association but not the obligation of the Association shall be specially assessed for the full amount thereof.

The directors may also use the reserve fund for the maintenance and repair of any unit if such maintenance and repair is necessary to protect the common property. The full amount of the cost of any such maintenance or repair shall be specially assessed to the unit owner responsible therefor.

The annual budget shall be prepared and determined at least fifteen (15) days prior to the end of each fiscal year. The Board of Directors shall advise all members of the Association in writing of the amount of common charges payable on behalf of each unit by the date of the annual members' meeting and shall furnish copies of the budget on which such common charges are based to each member.

If, within fifteen (15) days after the annual membership meeting, a petition is presented to the Board of Directors protesting such charges or the budget upon which they are based, and the petition is signed by members representing more than fifty (50%) percent of the membership entitled to vote with respect to such charges, then the directors shall notify all members of a meeting called for the sole purpose of reviewing such charges or budget. At such meeting, the vote of more than fifty (50%) percent of the membership entitled to vote may revise the budget and charges, and such revised budget and corresponding charges shall replace for all purposes the ones previously established; provided, however, that the annual budget and charges may not be revised downward to a point lower than the average total budget for the preceding two (2) years and provided further, that if a budget and charges have not been established and made for any two (2) preceding years, then the budget and charges may not be revised downward until two (2) years' experience exist.

6. In the event that during the course of any year, it shall appear to the Board that the monthly assessments, determined in accordance with the estimated annual budget for such year, are insufficient or inadequate to cover the estimated common expenses for the remainder of such year, then the Board shall prepare and approve a supplemental budget covering the estimated deficiency for the remainder of such years, copies of which supplemental budget shall be furnished to each unit owner, and thereupon a supplemental assessment shall be made to each unit owner for his proportionate share of such supplemental budget.

7. The Board shall approve any capital expenditures in excess of Forty Thousand Dollars (\$40,000.00) unless required for emergency, repair, protection or operation of the Common Areas and Facilities.

8. All funds collected hereunder shall be held and expended for the purposes designated herein, and (except for such special assessments as may levied hereunder against less than all the unit owners and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the benefit, use and account of all the unit owners.

9. Default. If a member of the Association is in default in payment of any charges or assessments for a period of more than thirty (30) days, the Board of Directors, in the name of the Association, may bring suit for and on behalf of the Association, as representative of all members, to enforce collection of such delinquencies or to foreclose the lien therefor, as provided by law, and there shall be added to the amount due the costs of suit and the legal interest, together with reasonable attorney fees and expenses.

## ARTICLE VI

### DUTIES AND OBLIGATIONS OF UNIT OWNERS

1. Rules and Regulations. The units and the common areas and facilities and limited common areas (hereinafter in this paragraph sometimes collectively referred to as "commons") shall be occupied and used in accordance with the Declaration, the Articles of Incorporation, these Amended and Restated Bylaws, and the rules and regulations of the Association, including the following:

a) Use. No unit owner shall occupy or use his unit or the limited common areas appurtenant thereto, or permit the same or any part thereof to be occupied or used for any purpose other than as a private residence for the owner, the owner's family, or the owner's lessees or guests.

b) Obstructions. There shall be no obstruction of the common areas and facilities and nothing shall be stored therein without the prior written consent of the Association.

c) Increase of Insurance Rates. Nothing shall be done or kept in any unit or in the commons which will increase the rate of insurance on the commons, without the prior written consent of the Association. No unit owner shall permit anything to be done or kept in his unit or in the commons which will result in the cancellation of insurance on any unit or any part of the commons, or which would be in violation of any law or ordinance. No waste will be committed in the commons.

d) Signs. No sign of any kind shall be displayed to the public view on or from any unit or the commons without the prior written consent of the Association.

e) Animals. No animals except service animals, as defined by the Americans With Disabilities Act, livestock or poultry of any kind shall be raised, bred or kept in any unit or in the commons areas, subject to the rules and regulations which may be adopted by the Association regarding same.

f) Noxious Activity. No noxious or offensive activity shall be carried on in any unit or in the commons, nor shall anything be done therein which may be or become an annoyance or nuisance to others.

g) Alteration, Construction or Removal. Nothing shall be altered or constructed in or removed from the common areas and facilities, except upon the written consent of the Association.

h) Conflict. The above rules and regulations, and those which may hereafter be adopted by the Association, are in addition to the Declaration, and the documents, contracts, declarations, and easements set forth in the Declaration, and in the event of a conflict, the Declaration and contracts, declarations and easements referenced therein shall govern.

2. Maintenance and Repair of Units. The Association must perform properly or cause to be performed all maintenance and repair work within each unit. Unit owners will promptly notify the managers of any maintenance which is needed to be done and shall take any actions needed to protect the property until maintenance can be completed.

3. Limited Common Areas. Every unit owner must maintain the limited common areas appurtenant to his unit in clean and proper condition. No objects or structures, other than movable furniture or decorative pieces, shall be placed thereon without the prior written consent of the Board of Directors of the Association.

## ARTICLE VII

### FISCAL YEAR

Fiscal Year. The fiscal year of the Corporation shall begin on the first day of January and end on the last day of December of each year.

## ARTICLE VIII

### AMENDMENTS

1. By Members. These Amended and Restated Bylaws may be altered, amended or repealed and new Bylaws may be adopted by the members, at any meetings called for such purpose, by an affirmative vote of sixty-seven (67%) percent or more of all votes entitled to be cast.

2. By Directors. These Amended and Restated Bylaws may also be altered, amended or repealed and new Bylaws may be adopted by the Board of Directors by an affirmative vote of sixty-seven (67%) percent of all of the Directors. No Bylaw adopted by the members of the Association shall be amended or repealed by the Board of Directors if the Bylaw so adopted so provides.

## ARTICLE IX

### MISCELLANEOUS

1. Record of Ownership. Every unit owner shall promptly cause to be duly recorded or filed of record the deed, lease, assignment or other conveyance (collectively, the "conveyance") of such unit or other evidence of such owner's title thereto, and shall file the conveyance with and present such other evidence of title to the General Manager, The Rushes, 3014 Rushes Road, Baileys Harbor, Wisconsin 54202. The Secretary shall maintain all such information in the record of ownership of the Association through the office of the General Manager or other designee of the Secretary.

2. Mortgages. Any unit owner who mortgages his unit or any interest therein shall notify the Board of Directors of the name and address of his mortgagee, and also of any release of such mortgage, and the Secretary shall maintain all such information in the record of ownership of the Association. The Board of Directors at the request of any mortgagee or prospective purchaser of any unit or interest therein shall report to such person the amount of any assessments against such unit then due and unpaid.

3. Indemnity of Officers and Directors. Every person who is or was a director or officer of the Association (together with the heirs, executors, and administrators of such person) shall be indemnified by the Association against all loss, costs, damages and expenses (including reasonable attorney's fees) asserted against, incurred by or imposed upon him in connection with or resulting from any claim, action, suit or proceeding, including criminal proceedings, to which they are made or threatened to be made a party by reason of their being or having been such director or officer, except as to matters as to which they shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence or willful



misconduct.

In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of his duty as such director or officer in relation to the matter involved. The Association, by its Board of Directors, may indemnify in like manner, or with any limitations, any employee or former employee of the Association with respect to any action taken or not taken in his capacity as such employee. The foregoing rights of indemnification shall be in addition to all rights to which officers, directors or employees may be entitled as a matter of law.

All liability, loss, damage, costs and expenses incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Association as common expenses; provided, however, that nothing in this Article IX contained shall be deemed to obligate the Association to indemnify any member or owner of a condominium unit who is or has been an employee, director or officer of the Association with respect to any duties or obligations assumed or liabilities incurred by him under and by virtue of the Declaration, Wisconsin's Condominium Ownership Act, the Articles and Amended and Restated Bylaws of the Association, as a member of the Association, or owner of a condominium unit covered thereby.

4. Subordination. These Amended and Restated Bylaws are subordinate and subject to all provisions of the Declaration and any amendments thereto and the Condominium Ownership Act under the laws of the State of Wisconsin, which shall control in case of any conflict. All terms herein (except where clearly repugnant to the context) shall have the same meaning as in the Declaration of said Condominium Ownership Act.

5. Interpretation. In case any provision of these Amended and Restated Bylaws shall be held invalid, such invalidity shall not render invalid any other provision hereof which can be given effect. Nothing in these Amended and Restated Bylaws shall be deemed or construed to authorize the Association or Board of Directors to conduct or engage in any active business for profit on behalf of any or all of the unit owners.

6. In the event that any provisions of these Amended and Restated Bylaws are in conflict with any Wisconsin Statutes the Wisconsin Statutes shall take precedence. In the event that any item required by the Wisconsin Statutes to be contained in these Amended and Restated Bylaws has been omitted than that provision is hereby incorporated herein by reference and made a part of these Amended and Restated Bylaws.

--End of Amended and Restated Bylaws--