THE WILLOWS CONDOMINIUM, INC.

AMENDMENT TO THE BYLAWS

WHEREAS, the Bylaws of The Willows Condominium, Inc., at Article XI, Section 1, allow amendments of the Bylaws at a regular or special meeting of the Association members by a sixty-seven percent (67%) vote of the total unit owner interests; and

WHEREAS, the applicable statute within the Wisconsin Condominium Ownership Act, Section 703.10(5), states that condominium bylaws may be amended by the affirmative vote of 67% of the unit owners; and

WHEREAS the requisite affirmative votes were obtained with regard to amending the Bylaws at the owners' meeting held on _____, 202__ .

NOW THEREFORE the Bylaws of The Willows Condominium, Inc., are amended as follows:

AMENDMENT A

DELETE BYLAWS ARTICLE III, SECTION 1 entitled "Annual Meeting" in its entirety.

~~Section 1. Annual Meetings.~~

~~(a) Until the first annual meeting of the unit owners as described below, until the Declarant designates otherwise, or until the unit owners elect a member of the Board of Directors pursuant to this section prior to the first annual meeting of the unit owners, the initial Board of Directors named in the Articles of Incorporation of the Association shall serve as the Board of Directors.~~

~~(b) Prior to the conveyance of twenty five percent (25%) of the undivided percentage interest in the common elements, the Declarant shall call a meeting of the unit owners. At such meeting, one of the designees of the Declarant on the Board of Directors shall resign and the unit owners, other than the Declarant, shall elect a successor by vote of a majority of those unit owners. Prior to the conveyance of fifty per cent (50%) of the undivided percentage interest in the common elements, the Declarant shall call a meeting of the unit owners. At such meeting, owners other than the Declarant shall elect at least thirty three and one-third percent (33 1/3%) of the Board of Directors by a vote of majority of those unit owners. Each Director shall serve until the first annual meeting of the unit owners. If such successor shall resign prior to the first annual meeting of the unit owners, a successor to him shall be elected in the same manner.~~

~~(c) Thirty days after seventy-five percent (75%) of the units shall have been sold and conveyed by the Declarant, or such earlier time as determined by the Declarant, but not later than three (3) years from the date the first unit is conveyed by the Declarant, the Declarant shall call the first annual meeting of the unit owners. At such meeting, the designees of the Declarant and any other members of the Board of Directors elected by the unit owners shall resign as members of the Board of Directors, and all unit owners, including the Declarant, shall elect a new Board of Directors. Thereafter, the annual meeting of the unit owners shall be held on the third Monday of July of each succeeding year. At such meetings, the Board of Directors shall be elected by ballot of the unit owners in accordance with the requirements of Section 4, Article II of these Bylaws. The unit owners may transact such other business at such meetings as may properly come before them.~~

INSERT A NEW BYLAWS ARTICLE III, SECTION 1 entitled "Annual Meeting." Said new addition to the Bylaws is:

Section 1. Annual Meetings.

For the election of the Board of Directors, the presentation of reports, and the transaction of any other business as is set forth in the meeting notice, the Association's annual meeting will be held at a time, at a place, and on a date during the months of June, July, or August of each calendar year as the Board of Directors determines and as stated in the meeting notice.

AMENDMENT B

DELETE BYLAWS ARTICLE V, SECTION 2 entitled "Insurance" in its entirety.

~~Section 2. Insurance~~

~~The Board of Directors shall be required to obtain and maintain, to the extent obtainable, fire insurance with extended coverage, vandalism and malicious mischief endorsement, insuring all buildings (including all of the units and all of the fixtures initially installed therein by the Declarant, but not including furniture, furnishings, fixtures or other personal property supplied or installed by unit owners), together with all air-conditioning equipment and other service machinery contained therein; and all limited common elements and facilities. Such insurance shall cover the Property, the Association, the Board of Directors and all unit owners and their mortgagees, as their interest may appear, in an amount equal to the full replacement value of the buildings, without deduction for depreciation. Each policy shall provide that proceeds shall be payable to the Board of Directors or the insurance trustee as provided herein as trustee for all unit owners and their mortgagees as their interest may appear.~~

~~All such policies shall provide that adjustment of loss shall be made by the Board of Directors with the approval of the insurance trustee, and that the net proceeds thereof, if Ten Thousand Dollars or less, shall be payable to the Board of Directors, and if more than Ten Thousand Dollars, shall be payable to the insurance trustee.~~

~~All policies of physical damage insurance shall contain waivers of subrogation and waivers of any defense based on co-insurance or of invalidity arising from any acts of the insured, and shall provide that such policies may not be cancelled or substantially modified without at least ten days" prior written notice to all of the insureds, including all mortgagees of units. Duplicate originals of all policies of physical damage insurance and of all renewals thereof, together with proof of payment of premiums, shall be delivered to all lenders of units at least ten days prior to expiration of the then current policies. Prior to obtaining any policy of fire insurance or any renewal thereof, the Board of Directors shall obtain an appraisal from a fire insurance company, or otherwise, of the full replacement value of the buildings, including all of the units and all of the common and limited common elements and facilities, without deduction for depreciation, for the purpose of determining the amount of fire insurance to be effected pursuant to this section.~~

~~The Board of Directors shall also be required to obtain and maintain, to the extent obtainable, public liability insurance in such limits as the Board of Directors may from time to time determine, covering each member of the Board of Directors, the managing agent, the manager, and each unit owner. Such public liability coverage shall also cover cross liability claims of one insured against another. The Board of Directors shall review such limits once each year. Until the first meeting of the Board of Directors following the first annual meeting of the unit owners, such public liability insurance shall be in a single limit of One Million Dollars covering all claims for bodily injury or property damage arising out of one occurrence.~~

~~Unit owners or their lenders shall not be prohibited from carrying other insurance for their own benefit provided that all policies shall contain waivers of subrogation, that the liability of the carriers issuing insurance obtained by the Board of Directors shall not be affected or diminished by reason of any such additional insurance carried by any unit owner, and that all reasonable efforts shall be made to place such additional insurance with the carrier issuing insurance obtained by the Board of Directors.~~

INSERT a NEW BYLAWS ARTICLE V, SECTION 2 entitled "Insurance." Said new addition to the Bylaws is:

Section 2. Insurance.

(a) Property Damage Insurance. The Board of Directors of the Association shall obtain, to the extent available in the normal commercial marketplace, broad form insurance against loss by fire and against loss by lightening, windstorm, hail, snow storm and other risks normally included within risk of loss extended coverage, including vandalism and malicious mischief, insuring all common elements, limited common elements, units and unit upgrades or betterments, together with all service machinery appurtenant thereto, as well as all personal property belonging to the association, but excluding any unit owner personal property, in an amount equal to the full replacement value, with code upgrades, without deduction for depreciation. Premiums shall be a common expense. To the extent possible, the insurance shall provide that the insurer waives its rights of subrogation as to any claim against unit owners, the Association, and their respective agents and guests, and that the insurance cannot be cancelled, invalidated nor suspended on account of conduct of any one or more unit owners, or the Association, or their agents and guests, without thirty (30) days prior written notice to the Association giving it opportunity to cure the defect within that time. The Board of Directors shall obtain a third-party insurance appraisal, to be updated at least every 5 years, to determine the full replacement value of the Property insured.

(b) Additional Insurance. In addition to the insurance required above, the Board shall obtain, to the extent available in the normal commercial marketplace, with the costs thereof to be borne as a Common Expense:

(1) Worker's compensation insurance;

(2) Liability insurance providing coverage in an amount not less than two million dollars ($2,000,000) per occurrence for injury, including death, and property damage covering the Association, the Board of Directors, officers, and all agents and employees of the Association, and all unit owners and other persons entitled to occupy any unit or other portion of the Property;

(3) Directors and Officers Insurance covering the officers, directors, property managers and volunteers;

(4) Fidelity insurance covering officers, directors, property managers, employees, and other persons who handle or are responsible for handling Association funds. Such insurance shall be in an amount at least equal to no less than three (3) months' operating expenses plus reserves on hand as of the beginning of the fiscal year and shall contain

waivers of any defense based upon the exclusion of persons serving without compensation; and

(5) Such other insurance, including cyber or automobile insurance, as it deems necessary.

(c) Insurance Deductible. In the event of any insured loss on the Association's master insurance policy, the Association's deductible shall be the responsibility of the person or entity (including the Association) who would be responsible for such damage under the Condominium Documents, in the absence of insurance. If the cause of loss originates within a unit, the unit owner is responsible for the damage costs up to the Association's master insurance policy deductible. If the cause of the loss originates in more than one unit or a unit and the common elements, the responsibility for paying the Association's deductible shall be equitably apportioned by the Board in its sole discretion among the unit(s) and/or common elements where the loss originated.

(d) Unit Owner Insurance. The unit owners shall be responsible for and shall obtain insurance coverage for:

(1) The personal property within the unit;

(2) Coverage A with special perils coverage added, which changes the perils covered from "named perils" to "all risks unless excluded", which insurance should also cover Building/Additions and Alterations/Improvements and Betterments in an amount of at least the Association's master policy deductible(s);

(3) Loss assessment coverage, at a minimum limit of the maximum amount that the insurer will cover of the Association's master policy deductible(s);

(4) Special perils contents coverage; and

(5) Sewer backup and sump pump failure coverage.

AMENDMENT C

DELETE BYLAWS ARTICLE X, SECTION 1 entitled Notices in its entirety.

~~Section 1. Notices.~~

~~All notices to the Board of Directors shall be sent by U.S. mail or hand delivery, c/o the managing agent, or if there is no managing agent, to the office of the Board of Directors or to such other address as the Board of Directors may hereafter designated from time to time. All notices to any~~

~~unit owner shall be sent by U.S. mail or hand delivery to the building or to such other address as may have been designated by him from time to time, in writing, to the Board of Directors. All notices to Lenders of units, shall be sent by U.S. mail or hand delivery to their respective addresses, as designated by them from time to time, in writing, to the Board of Directors. All notices shall be deemed to have been given when mailed, except notices of change or address which shall be deemed to have been given when received.~~

INSERT a new BYLAWS ARTICLE X, Section 1 entitled, "Notices and Other Actions and Communications." Said new addition to the Bylaws is:

Section 1. Notices and Other Actions and Communications.

For all notices to be sent to the Association, the Board, or the Owners, the following provisions apply:

(a) Service of Notices on the Association and Board. All notices required or permitted by the Declaration, Bylaws, or Rules and Regulations, to the Association or the Board, must be made in writing and sent either:

(1) by regular U.S. mail, first-class postage prepaid, or

(2) delivered in accordance with Paragraph (c) below, to the Board President, to any two other Directors, to the Association at the address of the Condominium Property or its principal office as stated on file with the Wisconsin Department of Financial Institutions if the Association is incorporated, to the Association's manager or management company, if any, to the Association's registered agent as stated on file with the Wisconsin Department of Financial Institutions, or to any other address as the Board may designate by written notice to all Unit Owners.

(b) Service of Notices on Owners. All notices required or permitted by the Declaration, Bylaws, or Rules and Regulations to any Owner will be in writing and is deemed effectively given if it has been sent by one of the following methods:

(1) personally delivered to the Owner, placed under or attached to the front or main entry door of the Owner's residence on the Lot Unit,

(2) sent by regular U.S. mail, first-class postage prepaid, to the Owner's Unit address or to another address the Owner designates in writing to the Board, or

(3) delivered in accordance with Paragraph (c) below.

If there is more than one person owning a single Unit, a notice given to any one of those several persons is deemed to have been given personally to all of the persons owning an interest in the Unit.

(c) New Communication Technologies.

(1) Due to the ongoing development of new technologies and corresponding changes in business practices, to the extent permitted or approved by the Board, as well as by Wisconsin and federal law, now or in the future, in addition to the methods described in the Sections above, the following may be accomplished using electronic mail or other transmission technology available at that time that is a generally accepted business practice:

(i) any notice required in the Declaration or Bylaws to be sent or received,

(ii) any signature, vote, consent, or approval required to be obtained, and

(iii) any payment required to be made by the Declaration or Bylaws.

(2) The use of electronic mail or other transmission technology is subject to the following:

(i) The Association may use electronic mail or other transmission technology to send any required notice only to Owners, individually or collectively, who have provided the Association an email address or other electronic method of transmission. It is the responsibility of the Owner to ensure the Association has an up-to-date address on file. Any Owner who has not provided such information to the Association will receive notices, including any notice of delinquency of any payment due, by either of the methods identified in Paragraph (b) above.

(ii) For voting on matters, the Association may provide for voting by electronic mail or other electronic voting technology.

(iii) An electronic mail or transmission technology is not considered delivered and effective if transmission to the Owner or the Association fails, e.g. the Association receives an "undeliverable" or similar message, or the inability to deliver the transmission to the Owner becomes known to the person responsible for sending the transmission. If the electronic mail or transmission is not

delivered or effective, the Association will deliver the notice or other communication to the Unit Owner by either of the methods identified in Paragraph (b), above.

(d) Technologies; Meetings and Voting. Notwithstanding anything to the contrary within these Bylaws, the following provisions apply:

(1) Meetings of the Owners. Any annual or special meeting of the unit owners may be held in person, virtually, via video/digital conferencing, or a hybrid of the two. Owners attending the meeting virtually will count toward quorum for the unit/units represented. The Board of Directors may adopt procedures and guidelines to permit the Association to verify that the person attending, either in person, virtually, or electronically, is eligible to vote and to maintain a record of any vote.

(2) Board Meetings. Regular or special meetings of the Board of Directors may be held in person, or via telephone or video/digital conference. Board members attending the meeting virtually or via telephone will count toward quorum.

(3) Action Without a Meeting by Written Ballot. Any action required or permitted by any provision of the Wisconsin Nonstock Corporation Law, the Declaration, the Articles of Incorporation, or these Bylaws to be taken by the vote of the unit owners may be taken without a meeting if the Association delivers a written ballot to every unit owner entitled to vote on the matter. The written ballot may be delivered to the unit owner by any of the methods set forth above. The written ballot shall set forth each proposed action, shall provide an opportunity to vote for or against each proposed action, and shall be accompanied by a notice stating the number of responses needed to meet the quorum requirements, the percentage of approvals necessary to approve each matter other than election of Directors, and the time by which the ballot must be received by the Secretary or property manager of the Association in order to be counted. Approval of any action by written ballot shall be valid only when the number of votes cast by ballot equals or exceeds the quorum required at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. Ballots may be delivered to the Secretary or property manager via email or other electronic means. Once received by the Secretary or property manager of the Association, a written ballot may not be revoked.

AMENDMENT D

INSERT a NEW BYLAWS ARTICLE VII, SECTION 8 entitled "Transfer Fee." Said new addition to the Bylaws is:

Section. 8. Transfer Fee. Each time ownership of a Unit is transferred from one party to another, in whole or in part, including by purchase, sale, foreclosure, tax foreclosure, land contract or the taking of a deed in lieu of foreclosure, the transferee of the Unit shall pay a transfer fee to the Association in an amount equal to two (2) months' installments of the regular annual assessments at that time. The fee payment shall be non-refundable, shall be made to the Association at closing (or in any event, concurrent with the transfer) and shall be deposited by the Association into the operating account and/or the reserve account, at the discretion of the Board. Notwithstanding anything herein to the contrary, the following transfers are exempt from paying the fee:

(a). When the transfer is to or from a trust where the sole beneficiary is the donor and Owner, or to or from an LLC where the Owner is the controlling manager/member, and no funds are exchanged on the transfer;

(b). When the transfer is solely between legally married spouses, domestic partners, and/or current Owners;

(c). When the transfer is solely between a parent and his, her or their child; and

(d). When the transfer is to or from the Association.