AMENDED AND RESTATED BY-LAWS

OF

WILLOW CREEK HOME OWNERS ASSOCIATION, INC.

TABLE OF CONTENTS

Page

ARTICLE I NAME AND LOCATION 1

ARTICLE II DEFINITIONS 1

ARTICLE III MEETING OF MEMBERS 1
- Section 1. ANNUAL MEETING 1
- Section 2. SPECIAL MEETING 1
- Section 3. PLACE OF MEETINGS 1
- Section 4. NOTICE OF MEETINGS 1
- Section 5. QUORUM 2
- Section 6. PROXIES 2
- Section 7. MAJORITY OF UNIT OWNERS 2
- Section 8. ORDER OF BUSINESS 2
- Section 9. PARLIAMENTARY PROCEDURE 2
- Section 10. ACTION WITHOUT A MEETING BY WRITTEN BALLOT 3

ARTICLE IV BOARD OF DIRECTORS SELECTION – TERM OF OFFICE 3
- Section 1. NUMBER AND SELECTION 3
- Section 2. ELECTION AND TERM OF OFFICE 3
- Section 3. REMOVAL 3
- Section 4. COMPENSATION 4
- Section 5. ACTION TAKEN WITHOUT A MEETING 4

ARTICLE V MEETING OF DIRECTORS 4
- Section 1. REGULAR MEETING 4
- Section 2. SPECIAL MEETINGS 4
- Section 3. QUORUM 4
- Section 4. WAIVER OF NOTICE 4

ARTICLE VI POWER AND DUTIES OF THE BOARD OF DIRECTORS 4
- Section 1. POWERS 4
- Section 2. DUTIES 6

ARTICLE VII OFFICERS AND THEIR DUTIES 7
- Section 1. ENUMERATION OF OFFICE 7
- Section 2. ELECTION OF OFFICERS 7
- Section 3. TERM 7
- Section 4. SPECIAL APPOINTMENTS 7

Section 5. RESIGNATION AND REMOVAL 7
Section 6. VACANCIES 7
Section 7. MULTIPLE OFICES 7
Section 8. DUTIES 7

ARTICLE VIII COMMITTEES 8

ARTICLE IX BOOKS AND RECORDS 8

ARTICLE X ASSESSMENTS 9

ARTICLE XI ABATEMENT AND ENJOINING OF VIOLATIONS 9

ARTICLE XII TRANSFER FEE 9
Section 1. CREATION 9
Section 2. STATEMENT 10
Section 3. FEE 10
Section 4. USE 10

ARTICLE XIII CONFLICTS 10

ARTICLE XIV AMENDMENTS 10

ARTICLE XV FISCAL YEAR 10

ARTICLE XVI CORPORATE SEAL 11

ARTICLE XVII UNIT USE RESTRICTIONS 11
Section 1. OWNER OCCUPANCY REQUIRED 11
Section 2. ILLEGAL ACTIVITY 11

AMENDED AND RESTATED BY-LAWS

OF

WILLOW CREEK HOME OWNERS ASSOCIATION, INC.

BE IT RESOLVED. That the By-laws of WILLOW CREEK HOME OWNERS ASSOCIATION, INC., are hereby amended and restated as follows:

ARTICLE I

NAME AND LOCATION

The name of the Association is WILLOW CREEK HOME OWNERS ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the Association shall be as stated on file with the Wisconsin Department of Financial Institutions. The mailing address of the Association shall be that of its principal office. Meetings of Members and Directors may be held virtually and at other places within the State of Wisconsin as detailed herein.

ARTICLE II

DEFINITIONS

Section 1. All capitalized terms throughout the bylaws shall have the meaning set forth in the declaration.

ARTICLE III

MEETING OF MEMBERS

Section 1. ANNUAL MEETING. The annual meeting of the Members shall be held in October, or at such other date as may be set by the Board of Directors. The purpose of each annual meeting of the Members shall be for the election of Directors and the transaction of such other business as may come before the meeting.

Section 2. SPECIAL MEETING. Special meetings of the Members may be called at any time by the Board of Directors or by the President, or upon written request of the Members who are entitled to vote one-fourth (1/4) of all of the votes.

Section 3. PLACE OF MEETINGS. Meetings of the Unit Owners shall be held at the principal office of the property or at such other suitable place convenient to the Owners, whether physical or virtual, as may be designated by the Board of Directors.

Section 4. NOTICE OF MEETINGS. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or other person authorized to call a meeting, by delivering written notice, either personally, electronically, or by mail at least ten (10)

days before such meeting to each voting Member entitled to vote thereat, last appearing on the books for the Association for the purpose of notice. Such notice shall specify the place (physical or virtual), day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. In lieu of such notice, waivers may be accepted from all Unit Owners.

Section 5. QUORUM. The in person or electronic/virtual presence of Members entitled to cast, or of proxies entitled to cast, twenty percent (20%) of the votes shall constitute a quorum for any action except as otherwise provided in the Declaration or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 6. PROXIES. At all meetings of Members, each Member may vote in person, electronically (remotely, via electronic means), or by proxy. All proxies shall be in writing and filed with the Secretary or the Secretary's designee. Proxies may be filed by email or other electronic means. Every proxy shall be effective for a maximum period of one hundred-eighty (180) days (unless granted to a Mortgagee or Lessee), shall be revocable and shall automatically cease upon conveyance by the Member of his Unit.

Section 7. MAJORITY OF UNIT OWNERS. As used in these By-laws the term "majority of Unit Owners" shall mean those Unit Owners having more than fifty percent (50%) of the total unauthorized votes of all Unit Owners present in person, electronically, or by proxy and voting at any meeting of the Unit Owners.

Section 8. ORDER OF BUSINESS. The order of business at all meetings of 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) Reading of financial reports;

(e) Reports of officers;

(f) Reports of committees;

(g) Election of Directors (when applicable);

(h) Unfinished business;

(i) New business.

Section 9. PARLIAMENTARY 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".

Section 10. 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 By Laws 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 in Article III, Section 4 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. Once received by the Secretary or property manager of the Association, a written ballot may not be revoked.

ARTICLE IV

BOARD OF DIRECTORS
SELECTION – TERM OF OFFICE

Section 1. NUMBER AND SELECTION. The affairs of this association shall be managed by a board of eight (8) directors.

The directors shall be Unit Owners elected from the Membership at large. The Board will assign each of the directors a certain section of Units to specifically represent and oversee. If a Unit or Units is/are owned by spouses or domestic partners, the spouses or domestic partners are prohibited from serving as directors at the same time, regardless of the number of Units owned. If a Unit Owner has a delinquent account with the Association, that Unit Owner cannot be elected as a director. If at any time a director becomes delinquent on any payment to the Association, the director is required to resign from his board position (and any officer position held) unless he brings his account current within ten (10) days' notice from the Board. If a director shall cease to meet such qualifications during his term, he shall thereupon cease to be a director and his place on the Board shall be deemed vacant.

Section 2. ELECTION AND TERM OF OFFICE. Each Member of the Board of Directors shall be elected to serve for a term of three (3) years. Directors' terms shall be staggered so that at least 1/3 of the directors are elected in each year. Except in the event of death, resignation or removal, each Director shall hold office until his respective successor has been elected by the Unit Owners.

Section 3. REMOVAL. Any Director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association, or by a majority vote of the other Directors. In the event of death, resignation or removal of a Director, his successor shall be

selected by the remaining Members of the Board and shall serve until the next annual meeting at which time a successor shall be elected to serve for the unexpired term.

Section 4. COMPENSATION. No director shall receive compensation for any service he may render to the association as such. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties, upon presentation of a detailed invoice or receipt.

Section 5. ACTION TAKEN WITHOUT A MEETING. The Directors shall have the right to take any action in the absence of a meeting, which they could take at a meeting, by obtaining the written approval of all the Directors. Such approval may be provided via email or other electronic means. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE V

MEETING OF DIRECTORS

Section 1. REGULAR MEETING. Regular meetings of the Board of Directors shall be held monthly at the Utility Building at such time as shall be designated from time to time by a majority of the Directors. Notice of each meeting of the Board shall be given to each Director, personally or by mail, telephone, email, or other electronic means at least three (3) days prior to the day named for such meeting.

Section 2. SPECIAL MEETINGS. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two (2) Directors, after not less than twenty-four (24) hours' notice to each Director.

Section 3. QUORUM. A majority of the directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the board. Presence at a Board meeting may be in person, or via telephone or video/digital conference.

Section 4. WAIVER OF NOTICE. Any member of the Board of Directors may, at any time, waive notice of any meeting of the Board of Directors in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the board of directors at any meeting of the Board shall constitute a waiver of notice by him of the time and place thereof. If all the members of the Board of Directors are present at any meeting of the Board, no notice shall be required any business may be transacted at such meeting.

ARTICLE VI

POWER AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. POWERS. In addition to their other authority, the Board of Directors shall have power to:

(a) Adopt budgets for revenues, expenditures and reserves and levy and collect assessments for common expenses from Unit Owners, provided that the Board shall not spend more than two percent (2%) of the annual budget without the prior approval of the Association, and shall deposit any year-end surplus to the reserve account if possible;

(b) Employ and dismiss employees and agents;

(c) Adopt and publish rules and regulations governing the use of the Units, Common Elements and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

(d) Exercise for the Association all power, duties and authority vested in or delegated to this Association and not reserved to the Membership by other provisions of these By-Laws or the Declaration;

(e) Employ a manager, or independent contractor, or such other employees as they deem necessary, and to prescribe their duties;

(f) Foreclose the lien against property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same;

(g) Adopt and amend rules and regulations covering the details of the operation and use of the property;

(h) Open bank accounts on behalf of the property, the signatories thereon to be the President and the Treasurer;

(i) Purchase, lease or otherwise acquire in the name of the Board of Directors, or its designee, corporate or otherwise, on behalf of all Unit Owners, Units offered for sale or lease or surrendered by the Owners to the Board of Directors;

(j) Purchase Units at foreclosure or other judicial sales in the name of the Board of Directors, or its designee, corporate or otherwise, on behalf of all Unit Owners;

(k) Sell, lease, mortgage, vote the votes appurtenant to (other than for the election of members of the Board of Directors), or otherwise deal with Units acquired by, and to sublease Units leased by the Board of Directors or its designee, corporate or otherwise, on behalf of all Unit Owners;

(l) Organize corporations to act as designees of the Board of Directors in acquiring title to or leasing of Units on behalf of all Unit Owners;

(m) Borrow money on behalf of the Association, with the 67% affirmative vote of the Members present at a special owners' meeting called for that purpose;

(n) Acquire and convey property on behalf of the Association, with the 67% affirmative vote of the Members present at a special owners' meeting called for that purpose.

Section 2. DUTIES. It shall be the duty of the Board of Directors to:

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the Annual Meeting of the Members, or at any special meeting when such statement is requested in writing by three-fourths (3/4) of the Members who are entitled to vote;

(b) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) As provided in the Declaration, to:

(1) Fix the amount of the annual assessment against each Unit at least thirty (30) days in advance of each annual assessment period;

(2) Send written notice of each assessment to every Owner subject thereto at least ten (10) days in advance of each annual assessment period.

(d) Issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) Procure and maintain adequate liability, hazard and other insurance on property owned by the Association;

(f) Cause all officers, members of Board and employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) Cause the Common Elements to be maintained;

(h) Charge, in its discretion, reasonable fees for the use of any recreational facility which may be constructed upon the Common Elements;

(i) Suspend the voting rights of an Owner upon the recording of a statement of condominium lien on that Owner's Unit. Such suspension of voting rights shall continue until the amount necessary to release the lien has been paid in full;

(j) Grant easements through or over Common Elements;

(k) Grant or withhold approval of any action by a Unit Owner or other person which would change the exterior appearance of a Unit or any other portion of the condominium;

(l) Make contracts and incur liabilities in connection with the operation of the condominium;

(m) Maintain a current roster of names and addresses (both physical and electronic) of Unit Owners to which all notices shall be sent;

(n) Deny the right to vote at an Association meeting to a Unit Owner who shall not have furnished to the Association the Unit Owner's name and current mailing address and electronic address/email, if any.

ARTICLE VII

OFFICERS AND THEIR DUTIES

Section 1. ENUMERATION OF OFFICE. The offices of this Association shall be a President, Vice President and Secretary, who shall at all times be members of the Board of Directors, and a Treasurer, and such other officers as the Board may from time to time by resolution create. All officers shall be members of the Association.

Section 2. ELECTION OF OFFICERS. The Board of Directors will elect the Officers for the coming year at the first monthly Board meeting following the Annual Meeting.

Section 3. TERM. The term of each office shall be one (1) year. Each officer of this Association shall hold office until a successor is elected, unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. SPECIAL APPOINTMENTS. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. RESIGNATION AND REMOVAL. Any officer may be removed from office, with or without cause, by the Board. Any officer may resign at any time, giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. VACANCIES. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. MULTIPLE OFICES. No person shall simultaneously hold more than one office except in the case of special officers created pursuant to Section 4 of this Article.

Section 8. DUTIES. The duties of the officers shall be as follows:

(a) President. The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks;

(b) Vice-President. The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board;

(c) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members and present the minutes of the prior meeting and have all minutes available at all meetings; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

(d) Treasurer. The Treasurer or property management company shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE VIII

COMMITTEES

The Association must appoint an Architectural Control Committee, as provided in the Declaration. If no such committee is appointed, the Board may serve as the Architectural Control Committee. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE IX

BOOKS AND RECORDS

The books, records and papers of the Association shall at all reasonable times be subject to inspection by any member. The Declaration, Articles and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at a reasonable cost.

ARTICLE X

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association, annual and special assessments, which are secured by a continuing lien upon the property against which the assessment is made. The Board of Directors may increase annual assessments between 3% and 7% each year—any less or more must be approved by a majority of the members. The Board of Directors may special assess the Unit Owners with the approval of 67% of the Unit Owners in attendance at a meeting called for that purpose. Any assessments, or installments thereof, which are not paid when due shall be delinquent. If the assessment is not paid within ten (10) days after the due date, the assessment shall bear late fees and interest from the date of delinquency in the amount and rate set in the Rules and Regulations, and the Association may bring an action at law against the Owner personally obligated to pay the same and/or foreclose the lien against the property, and the late fees, interest, costs and actual attorneys' fees of any such action shall be added to the amount of such assessment and become part of the lien. No Owner may waive or otherwise escape liability for the assessments provided for therein by nonuse of the Common Elements or abandonment of his Unit. A suit to recover a money judgment for unpaid assessments hereunder may be maintainable without foreclosing or waiving the lien securing the same. If any installment of any assessment becomes delinquent, the privilege of paying such assessment in installments may be terminated at the option of the Board and if such delinquent installment be of an annual assessment, the entire annual assessment for the remainder of the fiscal year, or if the delinquent installment be of a special assessment, the entire special assessment shall be considered at once, without further notice, due and payable and shall be considered delinquent.

ARTICLE XI

ABATEMENT AND ENJOINING OF VIOLATIONS

The violation of any rule or regulation adopted by the Board of Directors, or the breach of any By-Law contained herein, or the breach of any provision of the Declaration, shall give the Board of Directors the right, in addition to any other rights set forth in these By-Laws. (a) to enter the Unit in which or as to which, an emergency exists affecting the welfare and safety of the resident and to summarily abate and remove, at the expense of the defaulting Unit owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board of Directors shall not thereby be deemed guilty in any manner of the trespass (the cost of such entry or damage caused thereby to be a part of the common expense); and/or (b) to proceed under the Claims and Remedies section of the Declaration.

ARTICLE XII

TRANSFER FEE

Section 1. CREATION. Any person, group of persons or entity (including land contract purchasers), who or which acquire fee simple title to any Unit shall pay to the Association a Transfer Fee as hereinafter determined.

Section 2. STATEMENT. Any statement issued on behalf of the Association in-compliance with Section 703.165, Wisconsin Statutes, shall refer to such transfer fee.

Section 3. FEE. The transfer fee shall be equal to one-twelfth (1/12th) of the Annual Assessment provided for in Article V of the Declaration of Covenants, Conditions, and Restrictions for Willow Creek Homes in effect on the date a person, group of persons or entity acquires title to a Unit and shall be due and payable within ten (10) days thereafter and shall be considered an Assessment collectable under the provisions of Section 703.165, Wisconsin Statutes.

Section 4. USE. If, at the time of payment of a transfer fee, the Association is maintaining a special fund to defray the cost of major replacements, repairs or improvements, any transfer fees received shall be added to such fund. If such a fund is not being maintained, any transfer fees collected shall be added to the general fund of the Association.

ARTICLE XIII

CONFLICTS

These By-Laws are set forth to comply with the requirements of the Wisconsin Unit Ownership Act. In case there is any conflict between the provisions of these By-Laws, the Act, the Declaration, the Plat or the Articles, the following shall apply:

(a) The provisions of the Act control over the provisions of the Declaration, the Plat, the By-Laws and the Articles;

(b) The provisions of the Declaration control over the provisions of the Plat, the By-Laws and the Articles;

(c) The provisions of the Plat control over the provisions of the By-Laws and the Articles.

ARTICLE XIV

AMENDMENTS

These By-Laws may be amended by affirmative vote of Unit Owners having sixty-seven percent (67%) or more of the votes.

ARTICLE XV

FISCAL YEAR

The fiscal year of the corporation shall be the annual periods beginning May 1st and ending April 30th, or such other fiscal year as the Board of Directors may, from time to time, designate.

ARTICLE XVI

CORPORATE SEAL

The Association shall not have a seal; and where a seal be required, there shall be a notation thereon to the effect that the Association has no seal.

ARTICLE XVII

UNIT USE RESTRICTIONS

Section 1. OWNER OCCUPANCY REQUIRED.

In order to provide for the congenial occupancy of the condominium project and for the protection of values of units and to impart of a degree of stability among residents and to inhibit transiency, use of the property shall be restricted in accordance with the following provision:

(a) No rental of units allowed, units must be owner occupied (the "Owner Occupancy Requirement"). For purposes of this section, the Owner Occupancy Requirement will not be breached if the occupants are the unit owner's immediate family members, herein defined as a parent, child, spouse/domestic partner, sibling, grandparent, or grandchild, by blood, adoption, marriage, or registered domestic partner; further, if a Unit is owned by an entity, the Owner Occupancy Requirement shall be met if the person occupying the Unit has a substantial ownership interest in the entity or is a trustee or beneficiary of a Trust. The Board of Directors is entitled to ask for evidence showing the purported relationship or ownership interest in the unit. No part of any unit or the whole there of may be rented to any person, and no transient tenants may be accommodated therein, even if the unit owner is present during the occupancy. Rentals through similar services such as AirBnb and VRBO are expressly prohibited. Advertising a Unit as being available to rent on a short-term basis shall be a violation of this Section.

Section 2. ILLEGAL ACTIVITY. Any illegal activity is prohibited on the Condominium Property.

These Amended and Restated Bylaws were adopted by a 67% vote of the Unit Owners on September 26, 2024.