

AMENDED & RESTATED BYLAWS
OF
WOODS MANOR CONDOMINIUM ASSOCIATION, INC.

ARTICLE I

Offices

The principal office of the corporation (the "Association") shall be such place as the Board of Managers determines from time to time. The corporation may also have offices and may carry on its purposes at such other places within and outside the State of Colorado as the Board of Managers may from time to time determine.

ARTICLE II

Membership, Voting, Quorum and Proxies

1. Membership. Any person on becoming an Owner of a Condominium Unit shall automatically become a member of this Association and be subjected to these By-laws. Such membership shall terminate without any formal Association action whenever such person ceases to own a Condominium Unit, but such termination shall not relieve or release any such former Owner from any liability or obligation incurred during the period of such ownership and membership in this Association nor impair any rights or remedies which the Association or others may have against such former Owner. No certificate of stock shall be issued by the Association but the Board of Managers may, if it so elects, issue membership cards to the members. Such membership card shall be surrendered to the Secretary whenever such membership shall terminate.

2. Voting Rights. The Owner of a Condominium Unit shall be allocated one (1) vote for each Condominium Unit Owned.

3. Quorum. Except as otherwise provided herein, the presence in person or by proxy of more than twenty-five (25%) in interest of the Owners shall constitute a quorum. An affirmative vote of a majority in interest of the Owners present in person or by proxy shall be required to determine any matter of business, except as otherwise provided in these By-laws.

4. Proxies. Votes may be cast in person or by proxy. Every proxy must be executed in writing by the member or his duly authorized attorney-in-fact and must be filed with the Secretary at least twenty-four (24) hours before the appointed time of each meeting. No proxy shall be valid after the expiration of eleven months from the date of its execution unless otherwise provided in the proxy.

ARTICLE III

Administration

1. Annual Meeting. The annual meeting of the members shall be held at a time designated by the Board of Managers on the Saturday before or after the Fourth of July or any other date set by the Board of Managers, for the purpose of electing Managers and for the transaction of such other business as may come before the meeting.

2. Special Meetings. It shall be the duty of the President to call a special meeting of the members as directed by resolution of the Board of Managers or upon a petition signed by at least ten percent (10%) in interest of the members presented to the Secretary. No business shall be transacted at a special meeting except as stated in the notice unless by consent of seventy-five percent (75%) in interest of the Owners present, either in person or by proxy.

3. Place of Meeting. The Board of Managers may designate any place within Colorado, as the place for any annual meeting or for any special meeting called by the Board of Managers. A waiver of notice signed by all members may designate any place, either within or outside Colorado, as the place for such meeting. If no designation is made, or if a special meeting shall be called otherwise than by the board, the place of meeting shall be the principal office or the corporation in Colorado.

4. Notice of Meeting. Written or printed notice of any meeting of the members, stating the place, day and hour of the meeting, and the purpose or purposes for which the meeting is called, shall be delivered personally or by mail to each member not less than ten (10) nor more than fifty (50) days before the date of the meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the member at his address as it appears in the office of the Association, with postage thereon prepaid. In addition to the printed form, the Association shall provide notice of any meeting of the members by electronic mail to all members who so request and who furnish the Association with their electronic mail addresses. For the purpose of determining members entitled to notice of any meeting of members, the Board of Managers may set a record date for such determination of members, in accordance with the laws of Colorado. If requested by the person or persons lawfully calling such meeting, the secretary shall give notice thereof at corporate expense.

5. Informal Action by Members. Any action required or permitted to be taken at a meeting of the members may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the members with respect to the subject matter thereof. Such consent shall have the same force and effect as a unanimous vote of the members, and may be stated as such in any articles or document filed with the Secretary of State of Colorado.

6. Voting. In the election of Managers each member shall have the right to one vote for each Unit he represents and may vote for the same number of individual candidates as there are positions to be filled and for whose election he is entitled to vote. Cumulative voting shall not be allowed.

7. Conduct of Meetings. All meetings shall be conducted in compliance with the Policy Regarding Conduct of Meetings adopted by the Board of Managers.

ARTICLE IV

Board of Managers

1. Number, Tenure and Qualifications. The business and affairs of the Association shall be managed by a Board of Managers consisting of an odd number, between three and seven Managers. A person shall automatically cease to be a Manager at such time as he ceases to be a member. Managers shall be elected annually by the members at the annual meeting. Each Manager shall hold office until the election and qualification of his successor. The number of Managers may be changed by amendment of these Bylaws in the manner set forth herein.

2. Removal. Upon an affirmative vote of a majority of the members of the Board of Managers, any Manager may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Managers, or at any special meeting of the Board called for such purpose.

3. Resignations; Vacancies. Any Manager may resign at any time by giving written notice to the president or to the secretary of the Association. Such resignation shall take effect at the time specified therein; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Any vacancy occurring in the Board of Managers (by reasons of resignation, death, or an increase in the number of Managers) may be filled by the affirmative vote of a majority of the Managers then in office though less than a quorum. A Manager elected to fill a vacancy shall be elected to serve until the next annual meeting of the members.

4. General Powers. The Board of Managers shall have and may exercise all the powers of the Association except such as are expressly conferred upon the members, either in their capacity as members of the Association or as owners ("Owners") of a Condominium Unit (the "Unit") Bylaw, or by the Articles of Incorporation, the Declaration or these Bylaws.

5. Additional Powers and Responsibilities. In addition to its general powers, the Board of Managers shall have the authority and the responsibility, acting through the Association's officers:

(a) To administer and enforce the covenants, conditions, restrictions, easements, uses, limitations, obligations and all other provisions set forth in the Declaration.

(b) To establish, make, amend and enforce compliance with such reasonable policies, procedures, rules and regulations as may be necessary for the operation, use and occupancy of the Property. Said policies, procedures, rules and regulations shall be published in accordance with the Policy Regarding the Adoption of Policies, Procedures and Rules adopted by the Board of Managers.

(c) To maintain in good order, condition and repair all of the Common Areas and Easement Areas (as those terms are described in the Declaration).

(d) To obtain and maintain insurance in connection with the Property, the Owners, the Association and holders of liens on Unit in the manner and the amounts provided in the Declaration.

(e) To fix, determine, levy and collect assessments to be paid by each of the Owners to meet the expenses as defined in the Declaration and to create a contingency reserve therefore. The Board of Managers may adjust the assessments from time to time as it may in its discretion be deemed necessary or advisable. Special assessments may be levied whenever, in the opinion of the Board of Managers, it is necessary or advisable to do so (i) to meet increased operating or maintenance expenses or costs, (ii) to provide for additional capital expenses, or (iii) because of emergencies. All assessments shall be itemized in a proposal and shall set forth the detail of the various expenses for which the assessments are being made. This subparagraph 4(e) may not be altered, amended or repealed, except by a vote of all the members.

(f) To collect promptly all delinquent assessments by suit or otherwise and to enjoin or seek damages from an Owner as provided in the Declaration and these Bylaws.

(g) To protect and defend the Property from loss and damage by suit or otherwise.

(h) To borrow funds in order to pay for any expenditure or outlay authorized by these Bylaws and the Declaration, to execute all such instruments evidencing such indebtedness as the Board of Managers may deem necessary or advisable.

(i) To enter into contracts within the scope of their duties and powers, provided that any contract entered into complies with the Manager Conflict of Interest Policy adopted by the Board of Managers.

(j) To establish a bank account for the common treasury and for all separate funds which are required or may be deemed advisable by the Board of Managers.

(k) To maintain complete and accurate books and records, which any member may inspect at any reasonable time, showing all of the receipts, expenses and disbursements of the Association. The maintenance of the books and records, and the inspection thereof, shall be in compliance with the Policy Regarding Inspection and Copying of Association Records adopted by the Board of Managers.

(l) To prepare and deliver annually to each Owner the annual budget.

6. Managing Agent. The Board of Managers may employ a managing agent for the Association at a compensation established by the board to perform such duties and services as the board shall authorize including, but not limited to, the duties listed in paragraph 4 of this Article. However, any management agreement shall be for a term not longer than three years and shall be terminable upon ninety (90) days' notice by the Association without cause and without a termination fee. If the managing agent is responsible for the collection, deposit, transfer, or disbursement of association funds, the managing agent shall maintain fidelity insurance coverage or a bond in an amount not less than fifty thousand dollars (\$50,000.00) or such higher amount as the Board of Managers may require and maintain all funds and accounts of the Association separate from the funds and accounts of other associations managed by the managing agent and maintain all reserve accounts of each association so managed separate from operational accounts of the association. If a managing agent is responsible for the collection, deposit, transfer, or disbursement of Association funds, an annual accounting for association funds and a financial statement shall be prepared and presented to the Association by the managing agent, a public accountant, or a certified public accountant.

7. Regular Meetings. Regular meetings of the Board of Managers may be held without call or formal notice at such places within the State of Colorado, and at such times as the board may from time to time by vote determine, either in person or by electronic means. Any business may be transacted at a regular meeting. Until further determination the regular meeting of the Board of Managers for the election of officers and for such other business as may come before the meeting may be held without call or formal notice immediately after, and at the same place as, the annual meeting of members, or any special meeting of members at which a Board of Managers is elected.

8. Special Meetings. Special meetings of the Board of Managers may be held at any place within Colorado or by electronic means at any time when called by the president, or by two or more Managers, at least three days' prior notice of the time and place thereof being given to each Manager by leaving such notice with him or at his residence or usual place of business, or by mailing or electronic mailing it prepaid, and addressed to him at his post office address as it appears on the books of the Association or by telephone. Notices need not state the purposes of the meeting. No notice of any adjourned meeting of the Managers shall be required.

9. Quorum. A majority of the number of Managers fixed by the Bylaws shall constitute a quorum for the transaction of business, but a lesser number may adjourn any meeting from time to time. When a quorum is present at any meeting, a majority of the Managers in attendance shall, except where a larger number is required by law, by the Articles of Incorporation or by these Bylaws, decide any question brought before such meeting.

10. Waiver of Notice. Before, at or after any meeting of the Board of Managers, any Manager may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Manager at any meeting of the board shall be a waiver of notice by him except when a Manager attends the meeting for the express purpose of objecting to the transaction of business because the meeting is not lawfully called or convened.

11. Informal Action by Managers. Any action required or permitted to be taken at a meeting of the Managers may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Managers entitled to vote with respect to the subject matter thereof. Such consent shall have the same force and effect as unanimous vote of the Managers.

12. Conduct of Meetings. All meetings shall be conducted in compliance with the Policy Regarding Conduct of Meetings adopted by the Board of Managers.

ARTICLE V

Officers and Agents

1. General. The officers of the Association shall be a president (who shall be chosen from the members of the Board of Managers), one or more vice presidents, a secretary and a treasurer. The Board of Managers may appoint such other officers, assistant officers, committees and agents, including assistant secretaries and assistant treasurers, as it may consider necessary or advisable, who shall be chosen in such manner and hold their offices for such terms and have such authority and duties as from time to time may be determined by the Board of Managers. One person may hold any two offices, except that no person may simultaneously hold the offices of president and secretary. In all cases where the duties of any officer, agent or employee are not prescribed by the Bylaws or by the Board of Managers, such officer, agent or employee shall follow the orders and instructions of the president.

2. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board of Managers, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Managers, or at any special meeting of the board called for such purpose.

3. Vacancies. A vacancy in any office, however occurring, may be filled by the Board of Managers for the unexpired portion of the term.

4. President. The president shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Managers. He shall have the general and active control of the affairs and business of the Association and general supervision of its officers, agents and employees.

5. Vice President. The vice presidents shall assist the president and shall perform such duties as may be assigned to them by the president or by the Board of Managers. In the absence of the president, the vice presidents designated by the Board of Managers or (if there be no such designation) designated in writing by the president shall have the powers and perform the duties of the president. If no such designation shall be made all vice presidents may exercise such powers and perform such duties.

6. Secretary. The secretary shall keep the minutes of the proceedings of the members, the Board of Managers and any committees and see that all notices are duly given in accordance with the provisions of these Bylaws, the Declaration and as required by law. The secretary shall be custodian of the corporate records and shall keep at its registered office or principal office within Colorado a record containing the names and registered addresses of all members and the designation of the Unit each member represents. In general, the secretary shall perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to him by the president or by the Board of Managers. Assistant secretaries, if any, shall have the same duties and powers, subject to supervision by the secretary.

7. Treasurer. The treasurer shall be the principal financial officer of the Association and shall have the care and custody of all funds, securities, evidences of indebtedness and other personal property of the Association and shall deposit the same in accordance with the instructions of the Board of Managers. He shall receive and give receipts and acquittances for moneys paid in on account of the Association, and shall pay out of the funds on hand all bills, payrolls and other just debts of the Association of whatever nature upon maturity. He shall perform all other duties incident to the office of the treasurer and, upon request of the Board of Managers, shall make such reports to it as may be required at any time. He shall, if required by the Board, give the Association a bond in such sums and with such sureties as shall be satisfactory to the Board of Managers, conditioned upon the faithful performance of his duties and for the restoration to the Association of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Association. He shall have such other powers and perform such other duties as may be from time to time prescribed by the Board of Managers or the president. The assistant treasurers, if any, shall have the same powers and duties, subject to the supervision of the treasurer.

ARTICLE VI

Obligations of the Owners

1. Assessments. Each owner shall pay his share of all assessments imposed by the Association as described in the Declaration. Each assessment shall be allocated among the Owners as set forth in the Declaration.
2. Maintenance and Repair.
 - (a) Every Owner shall perform or cause to be performed at his own expense all maintenance and repair work within his own Unit necessary to maintain the residence in a good and habitable state of repair.
 - (b) All repairs of internal installations in a Unit such as water, light, gas, power, sewage, telephones, air conditioners, sanitary installations, interior doors, electrical fixtures and all other accessories, equipment and fixtures belonging to the residence shall be at the Owner's expense.
 - (c) Each Owner shall reimburse the Association promptly upon receipt of its statement for any expenditures incurred by it in repairing any Common Area and Limited Common Area damaged by the negligence or intentional acts of such Owner or his tenants or guests.
3. Compliance With Declaration, Articles, Bylaws, Policies, Procedures, Rules and Regulations. Each Owner shall comply with all of the provisions of the Declaration, the Articles of Incorporation and Bylaws of the Association and any policies, procedures, rules and regulations issued by the Board of Managers. If an Owner fails to comply, the Association shall have the power, during the period of such delinquency, (a) to revoke a delinquent Owner's right to use the Common Areas, (b) to cause utility service to a delinquent Owner's Unit to be suspended, (c) to suspend the voting privileges of the member representing the Owner and (d) to take any other action authorized by the Association's governing documents and Colorado law.

ARTICLE VII

Evidence of Ownership, Registration of Mailing Address and Lien Holders

1. Proof of Ownership. Any person or entity on becoming an Owner shall furnish to the Association a photocopy or a certified copy of the recorded instrument vesting that person or entity with an interest or ownership. Such copy shall remain in the files of the Association. A member shall not be deemed to be in good standing and shall not be entitled to vote at any annual or special meeting of members unless the foregoing requirement is first satisfied. The Association may issue membership certificates to its

members; however, such certificates shall not be deemed to be shares of stock in the Association.

2. Registration of Mailing Address. The registered address of each Owner shall be furnished to the secretary within ten (10) days after transfer of title, or after a change of address, and such registration shall be in written form and signed by each individual Owner or in the case of joint ownership, the co-Owners' representative member. If a Unit is owned by two or more Owners, such co-owners shall designate one address as the registered address required by the Declaration.

ARTICLE VIII

Security Interest In Membership

Owners shall have the right irrevocably to constitute and appoint the mortgagee or the beneficiary of the trust deed their true and lawful attorney-in-fact to vote their Unit membership in the Association at any and all meetings of the Association and to vest in the mortgagee or the beneficiary any and all rights, privileges and powers that they have as Owners under the Articles of Incorporation and these by-laws or by the virtue of the Declaration. Such proxy shall become effective upon the filing of notice by the mortgagee or the beneficiary with the secretary of the Association at such time or times as the mortgagee or the beneficiary shall deem its security in jeopardy by reason of the failure, neglect or refusal of the Association, the Board of Managers or the Owners to carry out their duties as set forth in the Declaration. A release of the mortgage or the beneficiary's deed of trust shall operate to revoke such proxy. Nothing herein contained shall be construed to relieve the Owners, as mortgagors, of their duties and obligations as Owners or to impose upon the mortgagee or the beneficiary of the deed of trust the duties and obligations of an Owner.

ARTICLE IX

Indemnification

1. Indemnification of Managers, Officers, and Managing Agent. The Association shall indemnify every manager, officer, managing agent, their respective successors, personal representatives and heirs ('indemnities'), against all loss, costs and expenses, including counsel fees, reasonably incurred by indemnities in connection with any action, suit, or proceeding to which indemnities may be made a party by reason of being or having been a manager, officer, or managing agent of the Association, except as to matters as to which any such indemnities 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 of any such claim, 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 such duties as such manager, officer, managing agent, and the foregoing rights shall not be exclusive of other rights

to which such indemnitee may be entitled. All liability, loss, damage, cost and expense incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification shall be a Common Expense.

ARTICLE X

Amendments

1. By Managers. Except as limited by law, the Articles of Incorporation, the Declaration or these Bylaws the Board of Managers shall have power to make, amend and repeal the Bylaws of the Association at any regular meeting of the Board of Managers or at any special meeting called for that purpose at which a quorum is represented. However, if the members shall make, amend and repeal any bylaw the Managers shall not thereafter amend the same in such manner as to defeat or impair the object of the members in taking such action.

2. By Members. The members may, by a majority vote of the members, unless expressly made subject to a higher voting requirement by law, the Articles of Incorporation, the Declaration or these Bylaws, make, alter, amend and repeal the Bylaws of the Association at any annual meeting or at any special meeting called for that purpose at which a quorum shall be represented.

ARTICLE XI

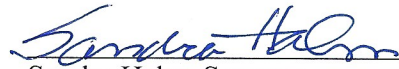
Miscellaneous

1. Right of Entry. The manager and any person authorized by the Board of Managers shall have the right to enter each Unit to address any maintenance issue or emergency originating in or threatening such Unit, another Unit or the Common Elements, whether or not the Owner or occupant is present at the time.

2. Fiscal Year. The fiscal year of the Association shall be such as may from time to time be established by the Board of Managers.

3. Construction. As used herein, (a) the term "person" means a natural person, a trustee, a corporation, a partnership, and any other form of legal entity; and (b) all reference made (i) in the neuter, masculine, or feminine gender shall be deemed to have been made in all genders, (ii) in the singular or plural number shall be deemed to have been made, respectively, in the plural or singular number as well, and (iii) to any Section, subsection, paragraph, or subparagraph shall, unless therein expressly indicated to the contrary, be deemed to have been made to such Section, subsection, paragraph, or subparagraph of these Bylaws.

ATTEST: Certified to be the Bylaws adopted by consent of the Board of Managers of Woods Manor Condominium Association, Inc., dated February 11, 2022.

A handwritten signature in blue ink, appearing to read "Sandra Hahn", is written over a horizontal line.

Sandra Hahn, Secretary