

## **BY-LAWS OF WOODS MANOR CONDOMINIUMS**

### **ARTICLE I**

#### **Object**

1.1 Purpose. The purpose for which this non-profit corporation, which is herein referred to as the Association, is formed to govern the Condominium Project situated in the County of Summit, State of Colorado, known as Woods Manor Condominiums and which property is to be submitted to the provisions of the Condominium Ownership Act of the State of Colorado by the recorded Declaration.

1.2 Definitions. All terms defined in the Declaration shall have the same meaning herein as such terms have in the Declaration. "Management Agreement" shall mean a contract between the Association and a Management Firm pursuant to which the Board of Managers of the Association has delegated certain of its duties and powers under the Declaration and these Bylaws.

1.3 Owners Subject to By-laws. All present or future Owners, tenants, or any other persons in any manner using the facilities located on the Condominium Project are subject to the regulations set forth in these By-laws. The mere acquisition or rental of any Unit or the mere occupancy of any Unit will signify acceptance of these By-laws and agreement to comply herewith.

### **ARTICLE II**

#### **Membership, Voting, Majority of Owners, Quorum, Proxies**

2.1 Membership. Any person on becoming an Owner of a Condominium Unit or Interval Estate (and no others) 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 or Interval Estate, 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.

2.2 Voting. There shall be the following four classes of voting members in the Association, all of whom shall be entitled to vote on all matters.

(a) The Class A members shall be the Owners of Condominium Units. The Owners of Condominium Units shall be allocated 50 votes for each Condominium Unit owned.

(b) The Class B members shall be the Owners of Quarter Share undivided interest in the Unit and shall have seventeen and one half (17 1/2) votes for each Unit owned.

(c) Class C members shall be the Owners of Interval Units. The Interval Owners shall be allocated one vote for each Unit Week comprising their respective Interval Estates.

(d) The Class D member shall be the Declarant, which shall be entitled to the aggregate number of votes of all other members plus one, so that Declarant has a majority of the total votes of all members of the Association. The Class D membership shall exist so long as Declarant owns at least five percent (5%) aggregate interest in the Condominium Units or five (5) years from the date this Declaration is recorded, whichever is earlier.

If ownership of any Condominium Unit or Interval Estate shall be held of record by two or more Owners, each such co-Owner shall be a member of this Association but such co-Owners of each Condominium Unit or Interval Estate shall cast all votes attributable thereto in the same manner. Cumulative voting shall be permitted in the election of Managers but not for other purposes.

2.3 Definition of Percentage. As used herein, the term "majority in interest of members" shall mean a majority of the votes eligible to vote with respect to any matter in issue and a specified percentage in interest of the Owners shall mean that specified percentage of the votes attributable to all Owners.

2.4 Quorum. Except as otherwise provided herein, the presence in person or by proxy of more than 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.

2.5 Proxies. Votes may be cast in person or by proxy. All proxies shall be in writing and must be filed with the Secretary before the appointed time of each meeting.

2.6 Management Firm. So long as any Management Agreement is in effect, the Management Firm shall be entitled to notice of all Association meetings and to attend Association meetings and it may designate such person(s) as it desires to attend such meeting on its behalf.

### **ARTICLE III**

#### **Administration**

3.1 Association Responsibilities. The Association shall have responsible for administering the Condominium Project through a Board of Managers.

3.2 Place of Meeting. Meetings of the Association shall be held at such place as the Board of Managers may determine,

3.3 Annual Meeting. The first annual meeting of the Association shall be held the first Saturday in May of 1987. Thereafter, the annual meetings of the Association shall be held on the date selected 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. Adopted 3-8-08.

3.4 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 10% in interest of the members presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. 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. Any such meeting shall be held within thirty (30) days after receipt by the Secretary of such resolution or petition.

3.5 Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof, as well as the time and place where it is to be held, to each member of record at least thirty (30) days but not more than fifty (50) days prior to such meeting. The mailing of a notice in the manner provided in this paragraph shall be deemed notice served.

3.6 Adjourned Meetings. If any meeting of members cannot be organized because a quorum has not attended, the members present, either in person or by proxy, may adjourn the meeting from time to time, until a quorum is obtained.

3.7 Order of Business. The order of business at all meetings shall be governed by Roberts Rules of Order.

### **ARTICLE IV**

#### **Board of Managers**

4.1 Number and Qualification. The affairs of the Association shall be governed by a Board of Managers initially composed of three persons. The number of Managers shall be at least three and no more than five, subject to amendment of these By-laws and the limitations contained in the Articles of Incorporation. Until the annual meeting to be held in 1987, the members of the Board of Managers shall be appointed by Declarant. Thereafter, the members of the

Board of Managers shall be elected as provided in Paragraph 4.5 hereof. Adopted 12-21-11.  
4.2 Powers and Duties. The Board of Managers shall have the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of a first-class residential condominium project. The Board of Managers may do all such acts and things as are not prohibited by law, the Articles of Incorporation, these By-laws, or the Declaration.

4.3 Other Powers and Duties. The Board of Managers shall be empowered and shall have the following duties:

- (a) To administer and enforce the covenants, conditions, restrictions, easements, uses, limitations, obligations, and all other provisions of the Declaration.
- (b) To establish, make, and enforce such reasonable rules and regulations as may be necessary or appropriate for the operation, use, and occupancy of the Condominium Project, with the right to amend the same from time to time. A copy of such rules and regulations shall be delivered to or mailed to each member promptly upon the adoption thereof.
- (c) To keep in good order, condition, and repair all of the General and Limited Common Elements and all items of personal property used in the enjoyment of the Condominium Project.
- (d) To insure and keep insured all of the insurable General and Limited Common Elements of the Condominium Project and all of the Units.
- (e) To fix, determine, levy, and collect periodically, the Common Assessment and Maintenance Fee to be paid by the members and to adjust, decrease, or increase the amount of the Common Assessment and Maintenance Fee and to credit any excess Common Assessment and Maintenance Fee to the next assessment period. All charges for such Common Assessment and Maintenance Fee shall be in statement form and shall set forth the operating budget for the forthcoming year.
- (f) To levy and collect Special Assessments whenever in the opinion of the Board of Managers in accordance with the Declaration. All charges for Special Assessments shall be in statement form and shall specifically describe the expenses for which the Special Assessment is charged.
- (g) To impose penalties and collect delinquent Common Assessments, Maintenance Fees, and Special Assessments by suit or otherwise enjoin or seek damages from a member as is provided in the Declaration and these By-laws.
- (h) To protect and defend the Condominium Project from loss and damage by suit or otherwise.
- (i) To borrow funds to pay for any expenditure or outlay made pursuant to the authority granted by the Declaration and to execute all such instruments evidencing such indebtedness as the Board of Managers may deem appropriate and such indebtedness shall be the several obligation of all of the members in the same proportions they bear Common Expenses; provided, however, the Board shall not borrow more than \$25,000.00 or cause the Association to be indebted for more than \$25,000.00 at any one time without the prior approval of the members.
- (j) To enter into contracts within the scope of its duties and powers.
- (k) 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.
- (l) To keep and maintain full and accurate books and records showing all of the receipts, expenses, or disbursements and to permit examination thereof pursuant to section 38- 33-107, C.R.S. 1973, as amended, or any successor statute, at any convenient weekday business hours, by each of the members and their mortgagees and, upon the affirmative vote of a majority in the interest of the members, to cause a complete audit to be made of the books

and accounts by a certified public accountant.

(m) To prepare and deliver annually to each member a budget for the forthcoming year and to issue statements of the respective Owners' accounts with the Association, as provided in the Declaration.

(n) To designate, employ, and remove personnel for the maintenance of the Condominium Project.

(o) To establish orderly procedures for an impartial hearing upon notice to any member who is alleged to be in default in payment of Common Assessments, Maintenance Fees, or Special Assessments, or to have breached the Declaration, Articles of Incorporation, these By-laws, or the Association's rules and regulations.

(p) In general, to carry on the administration of this Association and to do all things necessary and reasonable in order to govern and operate the Condominium Project. This may necessitate the Board of Managers to conduct telephone and/or email voting on issues to avoid delaying decisions that need to be made. Adopted 3-8-08.

4.4 Management Firm. The Board of Managers may employ on behalf of the Association a Management Firm to perform such duties and services as the Board of Managers shall authorize, including when appropriate, the performance of duties delegated to the officers of this Association.

4.5 Election and Term of Office. At the first annual meeting, the term of office of one Manager shall be fixed for three (3) years, the term of office of one Manager shall be two (2) years, and the term of office of the remaining Manager shall be fixed at one (1) year. At the expiration of the initial terms of office of the respective Managers, successors shall be elected to serve terms of three (3) years and shall hold office until their successors shall be elected. Managers must be members of the Association.

4.6 Vacancies. Except as provided in Paragraph 4.7, vacancies of Board of Managers resulting from any cause whatsoever shall be filled by decision of the remaining Managers, even though they may constitute less than quorum.

4.7 Removal of Manager. Except as noted by Paragraph 4.1, at any regular or special meeting duly called, any one or more of the Managers elected pursuant to Paragraph 4.5 hereof may be removed, with or without cause, by a majority in interest of the members and a successor may then and there be elected by the members to fill the vacancy thus created. Any Manager whose removal has been proposed by the members shall be given an opportunity to be heard at the meeting.

4.8 Regular Meeting. Regular meetings of the Board of Managers may be held at such time and place as shall be determined from time to time by a majority of the Managers, but at least one such meeting (which may be the annual meeting) shall be held each year. Notice of regular meetings of the Board of Managers shall be given to each Manager, personally or by mail, telephone, or telegraph, at least three (3) days prior to the day named for such meeting.

4.9 Annual Meetings. The annual meeting of the Board of Managers shall be held immediately following the annual meeting of members at the same place as such meeting of members is held, and no notice shall be necessary to any newly-elected Managers in order to legally constitute such meeting, providing a majority of the whole Board shall be present. In addition to electing officers, the Managers shall review the current status of the annual budget which was approved during the fall of the previous year. Adopted 3-8-08.

4.10 Copy of Budget to be Sent to Members. A copy of the annual budget of Common Expenses shall be provided to members at the annual meeting. The members may ratify the annual budget at this meeting. Adopted 3-8-08.

4.11 Effect of 120% Budget Increase.

(a) If a budget is adopted by the Board of Managers which requires a Common Assessment

or a Maintenance Fee exceeding 120% of the Common Assessment or Maintenance Fee for the preceding year, a special meeting of the members shall be held upon written application of ten percent (10%) in interest of the members, on no less than ten (10) days written notice to each member, but within thirty (30) days of the delivery of such application to the Board of Managers. At such special meeting the members may consider and revise the budget, pending which meeting no action shall be taken to implement such Common Assessment or Maintenance Fee. Any such revised budget shall be binding upon the Association, the Board of Managers, and the Management Firm.

(b) In determining whether such 120% excess exists, there shall be excluded in the computation any provisions for: (i) anticipated expenses or reserves not expected to be incurred on a recurring basis and (ii) amounts allocated for improvements to the Condominium Project.

(c) Notwithstanding the foregoing, so long as Declarant is in control of the Board of Managers, the Board shall not impose a Common Assessment or Maintenance Fee greater than 120% of the prior Common Assessment or Maintenance Fee without approval of a majority in interest of the members. Adopted 3-8-08.

4.12 Alternate Budget Procedure. The Board of Managers may in any event propose a budget to the members at a meeting of members or by writing and if such budget or proposed budget be approved by the members at the meeting or by a majority in interest of the members in writing, such budget shall not thereafter be subject to rejection by the members or revision by the Board or Managers.

4.13 Treasurer to Mail Notice of Assessment. After determination of the amount of the Common Assessment and Maintenance Fee for the forthcoming year, the Treasurer shall mail or present to each member a statement of said such member's Common Assessment or Maintenance Fee. All Common Assessments and Maintenance Fees shall be payable to the Treasurer, or at his request to the Management Company; and, upon request, said Treasurer shall give a receipt for each payment made to him.

4.14 Special Meetings. Special meetings of the Board of Managers may be called by the President on three (3) days written notice to each Manager, given personally or by mail, telephone, or telegraph, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting. Special meetings of the Board of Managers shall be called by the President or Secretary in like manner and on like notice on the written request of at least two (2) Managers.

4.15 Waiver of Notice. Before or at any meeting of the Board of Managers, any Manager may waive notice of such meeting in writing 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 of the time and place thereof. If all the Managers are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

4.16 Board of Managers Quorum. Except as otherwise provided herein, at all meetings of the Board of Managers, a majority of the Managers shall constitute a quorum for the transaction of business and the acts of the majority of the Managers present at a meeting at which a quorum is present shall be the acts of the Board of Managers. If, at any meeting of the Board of Managers, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

4.17 Fidelity Bonds. The Board of Managers may require that any officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity

bonds. The premiums on such bonds shall be paid by the Association.

4.18 The Management Firm. The Management Firm, if any, shall be entitled to notice of all Board of Manager meetings and may designate such person(s) as it desires to attend such meetings.

## **ARTICLE V**

### **Officers**

5.1 Designation. The officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer, all of whom shall be members of the Association and shall be elected by the Board of Managers, and the President shall be a member of the Board of Managers. The Board of Managers may, from time to time, establish assistant officer positions to be appointed by the Board. Such persons need not be members of the Association.

5.2 Election of Officers. The officers of the Association shall be elected annually by the Board of Managers at its annual meeting and shall hold office at the pleasure of the Board. One person may not hold concurrently more than one office.

5.3 Resignation and 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. Any officer may resign at any time by 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.

5.4 President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the members of the Association and the Board of Managers. He shall have all of the general powers and duties which are customarily vested in the office of president of a non-profit corporation, including but not limited to, the power to appoint committees from among the members from time to time, as he may in his discretion decide is appropriate, to assist in the conduct of the affairs of the Association or as may be established by the Board of Managers or by the members of the Association at any regular or special meetings. He shall cause orders and decisions of the Board of Managers to be implemented and shall sign all leases, contracts, negotiable instruments, mortgages, deeds, and other written instruments on behalf of the Association.

5.5 Vice President. The Vice President shall have all the powers and authority and perform all the functions and duties of the President in the absence of the President or during his inability for any reason to exercise such powers and functions or perform such duties.

5.6 Secretary. The Secretary shall keep all the minutes of the meetings of the Board of Managers and minutes of all meetings of the Association; have charge of such books and papers as the Board of Managers may direct; serve notice of meetings of the Board of Managers and the members; and in general, perform all the duties customarily incident to the office of secretary. The Secretary shall compile and keep up to date at the principal office of the Association, a complete list of members and their last known addresses, as shown on the records of the Association. Such list shall also show opposite each member's name the number or other appropriate designation of the Condominium Unit owned by such member or, in the case of an Interval Owner, the Unit Week No. and Interval Unit of such Interval Owner.

5.7 Treasurer. The Treasurer shall have responsibility for Association funds; shall disburse such funds as directed by the Board of Managers; shall co-sign all checks and promissory notes of the Association; shall be responsible for keeping full and accurate accounts of all

receipts and disbursements; shall deposit all monies and other valuable effects 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 Managers; shall cause an audit of the Association's books and accounts to be made pursuant to subparagraph 4.13(1) hereof; 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; and shall pay all debts and obligations of the Association before the same shall become delinquent. So long as the number of Managers shall be fixed at three (3), the offices of Secretary and Treasurer shall be combined.

## **ARTICLE VI**

### **Indemnification**

6.1 Indemnification of Managers, Officers, and Management Firm. The Association shall indemnify every manager, officer, managing agent (including the Management Firm), 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 VII Amendments to By-Laws**

7.1 By-laws. These By-laws may be amended by the Board of Managers at a duly constituted meeting for such purpose, and no amendment shall take effect unless approved by a majority of the Board of Managers holding office. No such amendment shall change any provisions required by the laws of the State of Colorado or the Declaration to be in the By-laws. The notice of said meeting shall specify the nature of any proposed amendment or amendments.

## **ARTICLE VIII Mortgages**

8.1 Notice to Association. A member who mortgages his Condominium Unit or Interval Estate shall notify the Association in writing through the Management Firm, if any, or the President or a member of the Board of Managers, giving the name and address of his mortgagee. The Association shall maintain a permanent record of such information.

8.2 Statement of Common Assessments, Maintenance Fees, and Special Assessments. Within ten (10) days of the request of a member or a mortgagee of a Condominium Unit or Interval Estate and upon payment of a reasonable fee not to exceed \$15, the Treasurer shall issue a statement of such member's account as concerns unpaid Common Assessments, Maintenance Fees, and Special Assessments.

## **ARTICLE IX**

### **Proof of Ownership and Registration of Addresses**

9.1 Proof of Ownership. Except for those Owners who initially purchase a Condominium Unit or Interval Estate from Declarant, any person on becoming an Owner shall furnish to the Management Firm or Board of Managers a photocopy or a certified copy of the recorded instrument vesting in that person an interest or ownership, which instrument shall remain in

the files of the Association. A member shall not be deemed to be in good standing nor entitled to vote at any annual or at a special meeting of members unless said requirement is first met.

9.2 Registration of Owners' Addresses. Concurrent Owners of any Condominium Unit or Interval Estate shall have one and the same registered mailing address to be used by the Association for mailing of statements, notices, demands, and all other communications and such registered address shall be the only mailing address of such person used by the Association. Such registered address shall be furnished by such Owners to the Secretary within five (5) days after transfer of title or after a change of address and such registration shall be in written form and signed by all such Owners.

9.3 Association Address. The address of the Association shall be as designated by the Board of Managers at its first meeting of the Board and notice thereof shall be given to all Owners and First Mortgagees.

## **ARTICLE X**

### **Recreational Facilities**

10.1 Major Facilities. The major recreational facilities available for use by the Owners, their guests, and lessees, shall consist of the club house and athletic club facility, hot tub, steam room, sauna, and deck area.

10.2 Use. The use of the recreational facilities shall be subject to the provisions set forth in the Declaration, the Articles, By-laws, and Rules and Regulations of the Association.

10.3 Fees. Fees for the use of the Recreational Facilities by occupants of Units are included in the Common Assessment and Maintenance Fee; however, the Association may make an additional charge for other persons or special programs.

## **ARTICLE XI**

### **Obligations of Owners**

11.1 Common Assessments; Maintenance Fees; Special Assessments. All Owners shall be obligated to pay the Common Assessments, Maintenance Fees, and Special Assessments imposed by the Association to meet the Common Expenses. The Common Assessments and Maintenance Fees shall be allocated among all Owners as provided in the Declaration. The Common Assessments and Maintenance Fees shall be payable in advance, no less frequently than quarterly or semi-annual installments as provided in the Declaration. However, the Board may require such Assessments to be paid at more frequent intervals by an amendment to these By-laws.

A Member shall be deemed to be in good standing and entitled to vote at any annual or at a special meeting of members within the meaning of these By-laws if and only if he shall have fully paid all Common Assessments, Maintenance Fees, and Special Assessments made or levied against him and his Condominium Unit or Interval Estate. Any Common Assessment, Maintenance Fee, or Special Assessment shall be delinquent if not paid within fifteen (15) days after the due date stated on the invoice. A late fee of twenty-five dollars (\$25.00) shall be assessed per late account (monthly dues, assessments, emergency repair fees) per month until account(s) are paid in full. The Association may sue the Owners personally obligated to pay the same or foreclose its lien against such Owner's Condominium Unit or Interval Estate, costs and reasonable attorney's fees incurred by the Association in any such action shall be included in the judgment therein. No Owner may waive or otherwise escape liability for Common Assessments, Maintenance Fees, or Special Assessments by non-use of his Condominium or Interval Unit or the General Common Elements.

11.2 Right of Entry. An Owner shall and does grant the right of entry to the Association, to access his Unit as provided in the Declaration.

11.3 Rules and Regulations. Each member and his family members, guests, tenants, and



invitees shall strictly comply with all rules and regulations from time to time adopted by the Association and shall be subject to such consequences for breach thereof as are provided by the Association and in the Declaration.

## **ARTICLE XII**

### **Compliance**

12.1 Compliance With Colorado Condominium Ownership Act. These By-laws are set forth to comply with the requirements of the Colorado Condominium Ownership Act. If any of these By-laws conflict with the provisions of said statute, the provisions of the statute will govern and control.

## **ARTICLE XIII**

### **Character of Association; Fiscal Year**

13.1 Character of Association. This Association is not organized for profit. No member, member of the Board of Managers, officer, or person for whom the Association may receive any property or funds shall receive or shall be lawfully entitled to receive any pecuniary profit from the operating thereof and in no event shall any part of the funds or assets of the Association be paid as salary or compensation to be distributed to or inure to the benefit of any member of the Board of Managers, officer, or member; provided, however, (1) that reasonable compensation may be paid to any member, manager, or officer while acting as agent or employee of the Association for services actually rendered in effecting one or more of the purposes of the Association, and (2) that any member, manager, or officer may, from time to time, be reimbursed for his actual and reasonable expenses incurred in connection with the administration of the affairs of the Association.

13.2 Fiscal Year. The fiscal year of the Association shall be the calendar year, however, the Board of Managers may change to a different fiscal year in accordance with the Internal Revenue Code should the Board of Managers deem it advisable.

## **ARTICLE XIV**

### **Conveyances and Encumbrances**

14.1 Conveyances and Encumbrances. Association property may be conveyed or encumbered by authority of the Board of Managers in accordance with the Articles of Incorporation.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands this 19 day of Dec, 1985.

KNOW ALL MEN BY THESE PRESENTS: That the undersigned Secretary of the Corporation does hereby certify that the above and foregoing By-Laws were duly adopted by the Managers of said corporation as the By-laws of said corporation on this 19 day of Dec , 1985, and that they do now constitute the By-laws of said corporation.

\_\_\_\_\_ signed \_\_\_\_\_ Maria T. Chlipala, Secretary