

**Bylaws of Outlaw Garages Condominiums Association**

PLAT OF OUTLAW GARAGES CONDOMINIUMS FILED ON October 10, 2008 at  
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**ARTICLE I. ASSOCIATION OF CO-OWNERS**

A. Association. Outlaw Garages, a condominium project located in Sheridan County, Wyoming (the "project"), shall be administered by an association of co-owners, which shall be an Unincorporated Nonprofit Association and which shall be organized under the applicable laws of Wyoming, and responsible for the management, maintenance, operation and administration of the common elements, easements and affairs of the condominium project in accordance with the Declaration, these bylaws, and duly adopted rules and regulations of the association (collectively the "condominium documents"), and the laws of Wyoming. All co-owners in the condominium project and all persons using or entering upon or acquiring any interest in any unit in the condominium project or the common elements shall be subject to the provisions and terms set forth in the condominium documents.

B. Membership and Voting. Membership in the association and voting by members of the association shall be in accordance with the following provisions:

1. Each co-owner shall be a member of the association and no other person or entity shall be entitled to membership.
2. The share of a co-owner in the funds and assets of the association cannot be assigned, pledged or transferred in any manner except as an appurtenance to his or her unit in the condominium.
3. Ownership of each unit shall be entitled to one vote for each unit owned.
4. No co-owner shall be entitled to vote at any meeting of the association until he or she has presented evidence of ownership of a unit in the condominium project to the association. The vote of each co-owner may be cast by the individual representative designated by the co-owner in the notice required in subparagraph 5 below or by a proxy given by that individual representative.
5. Each co-owner shall file a written notice with the association designating the individual representative who shall vote at meetings of the association and receive all notices and other communications from the association on behalf of the co-owner. The notice shall state the name and address of the individual representative designated, including email address, the number of the condominium unit or units owned by the co-owner, and the name and address of each person, firm, corporation, partnership, association, trust or other entity who is the co-owner. The notice shall be signed and dated by the co-owner. The individual representative designated may be changed by the co-owner at any time by filing a new notice in the manner provided in these bylaws.

6. There shall be an annual meeting of the members of the association and such other meetings as established or called by the Board of Directors. Notice of time, place, and subject matter of all meetings, shall be given to each co-owner by mailing the same to each individual representative designated by the respective co-owners.

7. The presence in person or by proxy of  $\frac{1}{2}$  or 50% of the co-owners qualified to vote shall constitute a quorum, for holding a meeting of the members of the association, except as may be specifically required in these bylaws to require a greater quorum. The written vote of any person furnished at or prior to any duly called meeting at which meeting that person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast. All decisions of the association shall be by a majority of the quorum, except as specifically otherwise provided in these bylaws.

8. Votes may be cast in person or by proxy or by writing duly signed by the designated voting representative not present at a given meeting in person or by proxy. Proxies and any written votes must be filed with the secretary of the association at or before the appointed time or each meeting of the members of the association. Cumulative voting shall not be permitted.

9. Meetings shall be conducted in accord with Roberts Rules of Order, unless otherwise waived by the Board of Directors, provided that the Board shall always assure an orderly, respectful, efficient and effective meeting, with the rights of all members to be heard being protected.

C. Accounting. The association shall keep detailed books of account showing all expenditures and receipts of administration which shall specify the maintenance and repair expenses of the common elements and any other expenses incurred by or on behalf of the association and the co-owners. The accounts and all other association records shall be open for inspection by the co-owners and their mortgagees during reasonable working hours. The association shall prepare and distribute to each co-owner at least once a year a financial statement, the contents of which shall be defined by the association. The association also shall maintain on file current copies of the master deed for the project, any amendments and all other condominium documents and shall permit all co-owners, prospective purchasers and prospective mortgagees interested in the project to inspect the same during reasonable hours.

D. Board of Directors. Provided that until  $\frac{2}{3}$  or 66 $\frac{2}{3}$ % of the lands set out in the declaration shall be developed and sold, all functions, authority, responsibility and accounting shall be reserved to the developer/grantor, the affairs of the association shall be governed by a board of directors, all of whom shall serve without compensation and must be members of the association. The number, terms of office, manner of election, removal and replacement, meetings, quorum and voting requirements, and other duties or provisions of or relating to directors, shall be as follows:

1. The Board of Directors shall consist of 3 (three) members of the association, elected by the members at the annual meeting. The initial board shall be appointed by developer, with staggered terms of 2 (two) years for 1 director, 3 (three) years for 1 director and 4 (four) years for 1 director, with successors being elected for 4 year terms.

2. The board of directors shall have all powers and duties necessary and convenient for the administration of the affairs of the association and may do all acts and things as are not prohibited by Wyoming law or the condominium documents or required by them to be exercised and done by the co-owners. In addition to the foregoing general duties imposed by these bylaws, or any further duties which may be imposed by resolution of the members of the association or which may be set forth in the association bylaws, the board of directors shall be responsible specifically for the following:

a. Management and administration of the affairs of and maintenance of the condominium and the common elements.

b. To collect assessments from the members of the association and to use the proceeds for the purposes of the association.

c. To carry insurance and collect and allocate the proceeds.

d. To rebuild improvements after casualty.

e. To contract for and employ persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the condominium project.

f. To acquire, maintain and improve, and to buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property (including any unit in the condominium and easements, rights-of-way and licenses) on behalf of the association in furtherance of any of the purposes of the association.

g. To make rules and regulations.

h. To establish any committees as it deems necessary, convenient or desirable and to appoint persons to the committees for the purpose of implementing the administration of the condominium and to delegate to the committees any functions or responsibilities which are not by law or by the condominium documents required to be performed by the board.

i. To enforce the provisions of the condominium documents and rules and regulations made in accordance with Article Six.

j. Upon the resignation, death or disability of a director to appoint a member to fulfill the - unexpired term of the departing director.

3. The board of directors may employ for the association a professional management agent at reasonable compensation established by the board to perform any duties and services as the board shall authorize, and the board may delegate to the management agent any duties or powers which are not by law or by the condominium documents required to be performed by the board, or have the approval of the board of directors or the members of the association. In no event shall the board be authorized to enter into any contract with a professional management agent, or any other similar person or entity, in which the maximum term is greater than three years or which is not terminable by the association upon 5 days written notice to the other party.

4. All of the actions (including, but not limited to, the adoption of these bylaws and any rules and regulations for the corporation, and any undertakings or contracts entered into with others on behalf of the corporation) of the first board of directors of the association named in its articles of incorporation or any successors elected by the developer shall be binding upon the association in the same manner as though such actions had been authorized by a board of directors duly elected by the members of the association at the first or any subsequent annual meeting of members so long as the actions are within the scope of the powers and duties which may be exercised by any board of directors as provided in the condominium documents or by law.

#### E. Officers.

1. Number: The officers of the corporation shall be a president, one or more vice presidents, secretary, and a treasurer, each of whom shall be elected by the board of directors. Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the board of directors. Any two (2) or more offices may be held by the same person, except the offices of president and secretary.

2. Election and Term of Office: The officers of the corporation are to be elected by and from the board of directors at the first meeting of the board of directors held after each annual meeting of the shareholders and shall serve at the pleasure of the board. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. The election or appointment of an officer does not itself create any contract rights. Each officer shall hold office until his successor shall have been duly elected and shall have qualified or until his death or until he shall resign or shall have been removed in the manner hereafter provided.

3. Resignation and Removal: Any officer may resign at any time by delivering notice of his resignation to the corporation. A resignation is effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the corporation accepts the future effective date, its board of directors may fill the pending vacancy before the effective date if the board of directors provides that the successor does not take office until the effective date.

Any officer or agent may be removed by the board of directors with or without cause whenever in its judgment the best interests of the corporation will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

4. Vacancies: A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the board of directors for the unexpired portion of the term.

5. President: The president shall be the principal executive officer of the corporation and, subject to the control of the board of directors, shall in general supervise and control all of the business and affairs of the corporation. He shall, when present, preside at all meetings of the shareholders and of the board of directors. He may sign, with the secretary, or any other proper officer of the corporation thereunto authorized by the board of directors, any deeds, mortgages, bonds, contracts, or other instruments which the board of directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the board of directors or by these By-Laws to some other officer or agent of the corporation, or shall be required by law to be otherwise signed or executed~ and in general shall perform all duties incident to the office of president and such other duties as may be prescribed by the board of directors from time to time.

6. The Vice-President: In the absence of the president or in the event of his death, inability or refusal to act, the vice-president shall perform the duties of the president, and when so acting, shall have all the powers of and be subject to all the restrictions upon the president. The vice-president shall perform such other duties as from time to time may be assigned to him by the president or by the board of directors. If there are more than one vice-president, the board of directors shall specify the order in which they shall have authority to perform the duties of the president and the duties of each vice-president.

7. The Secretary: The secretary shall: (1) keep the minutes of the proceedings of the shareholders and of the board of directors in one (1) or more books provided for that purpose; (2) see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law; (3) be custodian of the corporate records of the corporation; (4) keep a register of the post office address of each shareholder; (5) maintain a share transfer ledger showing issuance and transfer of shares of stock; (6) authenticate records of the corporation; and (7) in general 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 directors.

8. The Treasurer: The treasurer shall: (1) have charge and custody of and be responsible for all funds and securities of the corporation; (2) receive and give receipts for moneys due and payable to the corporation from any source whatsoever, and deposit all such moneys in the name of the corporation in such banks, or other depositories as shall be selected by the board, perform all of the duties incident to the office of treasurer and such other duties as from time to time may be assigned to him by the president or by the board of directors. If required by the board of directors, the treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the board of directors shall determine.

F. Indemnification. Every director and every officer of the association shall be indemnified by the association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him or her in connection with any proceeding to which he or she may be a party, or in which he or she may become involved, by reason of his or her being

or having been a director or officer of the association, whether or not he or she is a director or officer at the time the expenses are incurred, except in cases where the director or officer is adjudged guilty of willful or wanton misconduct or gross negligence in the performance of his or her duties; provided that, in the event of any claim for reimbursement or indemnification based upon a settlement by the director or officer seeking reimbursement or indemnification, the indemnification in these bylaws shall apply only if the board of directors (with the director seeking reimbursement abstaining) approves the settlement and reimbursement as being in the best interest of the association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which the director or officer may be entitled. At least [number] days prior to payment of any indemnification which it has approved, the board of directors shall notify all co-owners.

#### G. Meetings.

1. Directors: Directors shall meet at least bi-monthly on dates and times set by the Directors, provided that such meetings are regular, with notice to members of the regular dates and times.

### ARTICLE II. ASSESSMENTS

A. Liabilities and Insurance Receipts. Taxes and special assessments which become a lien against the condominium project in the year of establishment shall be considered expenses of administration. All costs incurred by the association in satisfaction of any liability arising within, caused by, or connected with the common elements or the administration of the condominium project shall constitute expenditures affecting the administration of the project, and all sums received as the proceeds of, or pursuant to, a policy of insurance securing the interest of the co-owners against liabilities or losses arising within, caused by, or connected with the common elements or the administration of the condominium project shall constitute receipts affecting the administration of the condominium project.

B. Amount of Assessments. Assessments shall be determined in accordance with the following provisions:

1. The board of directors of the association shall establish an annual budget in advance for each fiscal year and the budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the condominium project, including a reasonable allowance for contingencies and reserves. An adequate fund for insurance, maintenance, repairs, and replacement of those common elements that must be replaced on a periodic basis must be established in the budget and shall be funded by assessments. Upon adoption of an annual budget by the board of directors, copies of the budget shall be delivered to each co-owner and the assessment for that year shall be established based upon the budget, although the delivery of a copy of the budget to each co-owner shall not affect the liability of any co-owner for any existing or future assessments. The board of directors shall have the authority to increase the general assessment or to levy

any additional assessment or assessments as it deems necessary, provided that the board of directors determines, in its sole discretion:

- a. determines that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the condominium;
  - b. determines to provide replacements of existing common elements;
  - c. determines that there is an emergency.
2. Special assessments, in addition to those required in subparagraph 1 above, may be made by the board of directors from time to time and approved by the co-owners as provided below to meet other needs or requirements of the association, including, but not limited to:
- a. assessments for capital improvements;
  - b. assessments to purchase a unit upon foreclosure of the lien for assessments described in paragraph F below; and
  - c. assessments for any other appropriate purpose not elsewhere in these bylaws described.

Special assessments referred to in this subparagraph B(2) (but not including those assessments referred to in subparagraph B(1) above, which shall be levied in the sole discretion of the board of directors) shall not be levied without the prior approval of more than 67% of the quorum. The authority to levy assessments pursuant to this subparagraph is solely for the benefit of the association and of the members and shall not be enforceable by any creditors of the association or of the members.

C. Apportionment. All assessments levied against the co-owners to cover expenses of administration shall be apportioned among and paid by the co-owners at rates allocated to each unit described in the declaration without increase or decrease for the existence of any rights to the use of limited common elements appurtenant to a unit. Annual assessments as determined in accordance with subparagraph B(1) above shall be payable by co-owners in installments, as determined by the association, commencing with acceptance of a deed to a unit, with acquisition of fee simple title to a unit by any other means, or upon execution of a land contract by which a unit is purchased from developer. The payment of an assessment shall be in default if the assessment, or any part it, is not paid to the association in full on or before the due date for the payment. Assessments in default for 10 or more days shall bear interest from the initial due date at 18% per annum until each installment is paid in full. Each co-owner (whether one or more persons) shall be, and remain, personally liable, both jointly and severally, for the payment of all assessments (including fines for late payment and costs of collection and enforcement of payment, including reasonable attorney's fees) pertinent to his or her unit which may be levied while the co-owner is the owner, except a land contract purchaser from developer shall be so personally liable and developer shall not be personally liable for the assessments levied up to and including the date upon which developer actually

takes possession of the unit following extinguishment of all rights of the land contract purchaser in the unit. Payments on account of installments of assessments in default shall be applied as follows: first, the cost of collection and enforcement of payment, including reasonable attorney's fees; second, to any interest charges and fines for late payment on the assessments; and third, to installments in default in order of their due dates. Notwithstanding the foregoing, any unusual common expenses benefiting less than all of condominium units, or any unusual expenses incurred as a result of a use being conducted within a condominium unit by a co-owner, licensee, lessee or invitee, may be specially assessed or apportioned against the condominium unit or units involved in a reasonable manner and in accordance with any law.

D. No Exemption. No co-owner may exempt himself or herself from liability for his or her contribution toward the expenses of administration by waiver of the use or enjoyment of any of the common elements or by the abandonment of his or her unit.

E. Collection of Assessments. The association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments. Each co-owner, and every other person who from time to time has any interest in the project, shall be deemed to have granted to the association the unqualified right to elect to foreclose the lien either by judicial action or by advertisement. The provisions of Wyoming law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated in these bylaws by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. Further, each co-owner and every other person who from time to time has any interest in the project, shall be deemed to have authorized and empowered the association to sell or to cause to be sold the unit with respect to which the assessment(s) is or are delinquent and to receive, hold and distribute the proceeds of the sale in accordance with the priorities established by applicable law. Each co-owner of a unit in the project acknowledges that at the time of acquiring title to the unit, he or she was notified of the provisions of this section and that he or she voluntarily, intelligently and knowingly waived notice of any proceedings brought by the association to foreclose by advertisement the lien for nonpayment of assessments and a hearing on the same prior to the sale of the subject unit. Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of 21 days after mailing, by first class mail, postage prepaid, addressed to the delinquent co-owner(s) at his or her or their last known address of a written notice that one or more installments of the annual assessment or any special assessment levied against the pertinent unit is or are delinquent and that the association may invoke any of its remedies under these bylaws if the default is not cured within 30 days after the date of mailing. The written notice shall be accompanied by a written affidavit of an authorized representative of the association that sets forth:

- (i) the affiant's capacity to make the affidavit;
- (ii) the statutory and other authority for the lien;



- (iii) the amount outstanding (exclusive of interest, costs, attorney's fees and future assessments);
- (iv) the legal description of the subject unit(s); and
- (v) the name(s) of the co-owner(s) of record.

The affidavit shall be recorded in the County Clerk's office in the county in which the project is located prior to the commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing as stated above. If the delinquency is not cured within the 30-day period, the association may take any remedial action as may be available to it under these bylaws or under Wyoming law. The expenses incurred in collecting unpaid assessments, including interest, costs, actual reasonable attorney's fees (not limited to statutory fees) and advances for taxes or other liens paid by the association to protect its lien, shall be chargeable to the co-owner in default and shall be secured by the lien on his or her unit. In the event of default by any co-owner in the payment of any installment of the annual assessment or any special assessment levied against his or her unit, the association shall have the right to declare all unpaid installments of the assessment for the pertinent fiscal year immediately due and payable. The association also may discontinue the furnishing of any utilities or other services to a co-owner in default upon seven days written notice to the co-owner of its intention to do so. A co-owner in default shall not be entitled to use any of the general common elements of the project and shall not be entitled to vote at any meeting of the association so long as the default continues. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the unit from the co-owner or any persons claiming under him or her.

F. Effect on Mortgage Lien. Notwithstanding any other provisions of the condominium documents, the holder of any first mortgage covering any unit in the project which comes into possession of the unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid assessments or charges against the mortgaged unit which accrue prior to the time the holder comes into possession of the unit (except for claims for a pro-rata share of the assessments or charges resulting from a pro-rata reallocation of the unpaid assessments or charges to all units including the mortgaged unit).

G. Obligations of Developer. Until such time as the regular monthly assessments paid by co-owners other than the Developer shall be sufficient to support the total costs of administration (excluding reserves), the developer shall pay the balance of the administrative costs on account of the units owned by it, whether constructed or not.

After the time at which the regular monthly assessments paid by co-owners other than the developer are sufficient to support the total costs of administration (excluding reserves), the developer shall be assessed by the association for actual costs, if any, incurred by the association which are directly attributable to the units owned by the developer, together with

a pro-rata share of costs of administration (other than costs attributable to the maintenance of dwellings), such as legal fees, accounting fees, liability insurance premiums, and maintenance of the landscaping, drives, and walks. If, however, a unit owned by developer is leased or otherwise occupied on a permanent basis by a person holding under or through the developer, then the developer shall pay all regular monthly assessments with respect to the unit.

H. Statement Regarding Assessments. The purchaser of any condominium unit may request a statement of the association as to the outstanding amount of any unpaid association assessments, whether regular or special. Upon written request to the association accompanied by a copy of the executed purchase agreement pursuant to which the purchaser holds the right to acquire a unit, the association shall provide a written statement of the unpaid assessments as may exist or a statement that none exist, which statement shall be binding upon the association for the period stated in the statement. Upon the payment of that sum within the period stated, the association's lien for assessments as to the unit shall be deemed satisfied; provided, however, that the failure of a purchaser to request the statement at least five days prior to the closing of the purchase of the unit, shall render any unpaid assessments and the lien securing same, fully enforceable against the purchaser and the unit itself, to the extent provided by law. Unpaid assessments shall constitute a lien upon the unit and the proceeds of sale of the unit, which shall be prior to all claims except real property taxes and first mortgages of record.

### ARTICLE III. INSURANCE

A. Extent of Coverage. The association shall, to the extent appropriate in light of the nature of the general common elements of the project, carry liability insurance, and fire and extended coverage, and any other insurance the association may deem applicable, desirable or necessary, and pertinent to the ownership, use and maintenance of the common elements and administration of the condominium project. Each owner shall be obligated and responsible for obtaining fire and extended coverage and vandalism and malicious mischief insurance with respect to buildings and all other improvements constructed or to be constructed within the perimeter of a condominium unit and its appurtenant limited common elements, and for personal property located there or elsewhere on the condominium project. Each co-owner shall also be obligated to obtain insurance coverage for personal liability for occurrences within the perimeter of the co-owner's unit and appurtenant limited common elements. The association shall under no circumstances have any obligation to obtain any of the insurance coverage required to be carried by a co-owner. All premiums for insurance purchased by the association pursuant to these bylaws shall be expenses of administration.

B. Indemnification. Each individual co-owner shall indemnify and hold harmless every other co-owner, the developer and the association from all damages and costs, including attorney's fees, which they may suffer as a result of defending any claim arising out of an occurrence on or within the co-owner's unit or appurtenant limited common element, and each individual co-owner shall carry insurance to secure this indemnity. This section shall not be construed to give any insurer any subrogation right or other right or claim against any individual co-owner, however, and the association and all co-owners shall use their best efforts to cause all

property and liability insurance carried by them to contain appropriate provisions so that the insurer waives its right of subrogation as to any claims against any co-owner or the association.

#### ARTICLE IV. RECONSTRUCTION OR REPAIR

A. Reconstruction. If the condominium project or any of its common elements are destroyed or damaged, in whole or in part, and the proceeds of any policy insuring the same and payable by reason of the destruction or damage are sufficient to reconstruct the project, then the proceeds shall be applied to the reconstruction. As used in these bylaws, reconstruction means restoration of the project in accordance with the declaration and the plans and specifications for the project to a condition as comparable as possible to the condition existing prior to the damage, unless the co-owners and mortgagees shall unanimously decide otherwise. If the proceeds of insurance are not sufficient to defray the estimated cost of reconstruction or repair, or if at any time during the reconstruction or repair the funds for the payment of the cost are insufficient, assessment shall be made against all co-owners for the costs of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay for the costs of reconstruction or repair. If damage to the general common elements adversely affects the appearance or utility of the project, the association shall proceed with repair or replacement of the damaged property without delay. Each co-owner shall be responsible for all maintenance, repair and replacement required within his or her unit.

#### ARTICLE V. RESTRICTIONS

A. Prohibited Uses. No unit in the condominium shall be used for other than individual garage purposes. It is the explicit purpose of the Condominium that it shall be used and maintained as a first-class garage facility for the mutual benefit of each of the Owners. Any activity which creates waste, uncleanness, continuous excess noise, unacceptable risks and/or public intrusion is prohibited. Accordingly, it is expressly provided that the following shall be deemed to be prohibited uses of Units, and any use of a Unit in violation of the provisions hereof shall permit the Association, without notice to the Owner, to assess such Owner with such penalties as shall be adopted by the Board for a violation of the provisions hereof and to commence an action seeking injunctive relief and damages accruing as a consequence thereof

- (i) **Retail or Wholesale Outlet.** Individual units may be used for purposes related to retail or wholesale business provided no Owner or tenant may permit potential customers of such goods or services to enter the boundaries of the Condominium for such purpose. Notwithstanding the foregoing, nothing herein shall prohibit the owner of an item of personal property held for personal use, such as a boat, automobile, truck, recreational vehicle or other personal

vehicle from showing such item for sale while in storage in a Unit on a casual basis only.

- (ii) **Manufacture or Assembly.** No owner or tenant may utilize his Unit as a place of manufacturer or assembly of any item or combination of items, however characterized or conceived, for resale or for profit. Furthermore, no assembly of items for personal use, incident to an otherwise permissible use, may be conducted in a manner which will pose any risk to any other Unit and/or to any portion of the Common Areas.
- (iii) **Repair Activity.** No owner or tenant may utilize his Unit as a place of business, whether primary or secondary, for the conducting of repair or maintenance activities and/or services of any sort, however characterized or conceived, for profit.
- (iv) **Noxious Activity.** No Owner or tenant may utilized his Unit so as to cause an unacceptable level of noise, vibration, odor, garbage or other waste, the precise levels of which shall be determined by the Board.
- (v) **Storage of Hazardous or Noxious Substances.** No Owner or tenant may utilize his Unit for the storage of any substance or material defined or designated as hazardous, radioactive or toxic by an applicable federal, state or local statute, ordinance or regulation now in effect or hereafter promulgated, or any flammable material or explosive which will increase the risk of fire or explosion or increase the cost of insurance on the buildings; however, that any fuels or other liquids contained within any boat, mobile home, motor home, automobile, truck, recreational vehicle, other vehicle and/or other equipment which is stored within a Unit shall be deemed permitted even if so defined, so long as such fuels or other liquids are necessary for the operation thereof and are contained with such item of personal property for such purpose. If any owner refuses to remove any hazardous, or toxic, flammable or explosive substance from a Unit or the common areas within ten (10) days after a demand from the Board to do so, the Association may remove and dispose of the substance and collect the cost of removal and disposal from the Owner. The association shall have a lien on the owner's unit for such costs. The lien may be foreclosed in the same manner as a lien for common expenses.
- (vi) **Residential Use.** No owner or tenant may utilize his Unit, or permit another to use such Unit, for residential purposes.
- (vii) **Vehicle Parking.** Parking of any motor vehicle at any location within the Condominium, outside of the boundaries

of a Unit or in a designated parking space, is subject to the absolute Limitation that no such motor vehicle shall obstruct in any fashion the free passage of vehicles and/or pedestrians to and from every other Unit. Unit owners, and their tenants and guests, may park their motor vehicles within their respective Units at any time without limitation. Any motor vehicle parked at any location within the Condominium other than inside a Unit shall be operable and attended. **No unattended vehicle shall be parked anywhere within the Condominium. Unattended vehicles will be towed at owner expense.**

- (viii) **Outside Storage.** Unit owners may not store any item of any kind outside a Unit.
- (ix) **Signs.** No sign of any kind shall be displayed from the exterior of any Unit or from the Common Areas without the consent of the Board, pursuant to the rules and regulations adopted thereby.

**B. Activities on Property.**

1. No portion of the project shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept, except in sanitary containers properly concealed from public view.
2. No immoral, improper, unlawful or offensive activities shall be conducted on any unit, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood or adjoining residences, nor shall any unreasonably noisy activity be conducted on any portion of the project.

**C. Regulations.** Reasonable regulations consistent with law, the master deed and these bylaws, concerning the use of the common elements may be made and amended from time to time by any board of directors of the association. Copies of all the regulations and amendments shall be furnished to all co-owners and shall become effective 30 days after their mailing or delivery to the designated voting representative of each co-owner. Any such regulation or amendment may be revoked at any time by the affirmative vote of more than 67% of all co-owners in value.

**D. Responsibility for Actions.** Each co-owner shall maintain his or her unit and any limited common elements appurtenant to his or her unit for which he or she has maintenance responsibility in a safe, clean and sanitary condition. Each co-owner shall also use due care to avoid damaging any of the common elements including, but not limited to, the telephone, water, gas, plumbing, electrical or other utility conduits and systems, and any other elements in any unit which are appurtenant to or which may affect any other unit. Each co-owner shall be responsible for damages or costs to the association resulting from negligent damage to or misuse of any of the common elements by him or her, his or her assigns, tenants, agents, invitees, or licensees, unless the damages or costs are covered by insurance carried by the

association in which case there shall be no such responsibility (unless reimbursement to the association is excluded by virtue of a deductible provision, in which case the responsible co-owner shall bear the expense to the extent of the deductible amount). Any costs or damages to the association may be assessed to and collected from the responsible co-owner in the manner provided in Article Two of these bylaws.

E. Reserved Rights of Developer. None of the restrictions contained in these bylaws shall apply to the commercial activities or signs, if any, of the developer during the period of sale of any units in the project. Notwithstanding anything to the contrary contained elsewhere in these bylaws, developer shall have the right to maintain a sales office, a business office, a construction office and model units, storage areas, and reasonable parking for the foregoing and any access to and from and into the project as may be reasonably required to enable development of the entire project by the developer. The developer shall restore any areas so used to a suitable status upon termination of its use.

F. Leasing. With the written consent of the board of directors, a co-owner may lease his or her unit, except that no co-owner shall lease less than an entire unit in the condominium. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the condominium documents. The developer, or the association, to the extent of any units owned by the association, may lease any number of units in the condominium in their discretion and may do so for periods which shall also be within their discretion.

G. Landscaping. No co-owner shall perform any landscaping or plant any trees, shrubs or flowers or place any ornamental materials upon any general common elements, unless approved by the board of directors in writing.

#### ARTICLE VI. MORTGAGES

A. Notice of Mortgage. Any co-owner who mortgages his or her unit shall notify the association of the name and address of the mortgagee. The association may, at the written request of a mortgagee of any unit, report any unpaid assessments due from the co-owner of the unit. The association shall give to the holder of any first mortgage covering any unit in the project written notification of any default in the performance of the obligations of the co-owner of the unit with respect to the condominium documents that is not cured within 30 days.

B. Notice of Meeting. Upon request submitted to the association, any institutional holder of a first mortgage lien on any unit in the condominium shall be entitled to receive written notification of every meeting of the members of the association and to designate a representative to attend the meeting.

#### ARTICLE VII. AMENDMENTS

A. Amendments. The bylaws of the association may be amended, altered, changed, added to, or repealed only in the manner set forth below.

B. Meeting. Upon any such amendment being proposed, a meeting for consideration of the same shall be duly called in accordance with the provisions of the association bylaws.

C. Vote Required. Except as expressly limited in paragraph D of this Article Eight, these bylaws may be amended by the association at any regular annual meeting, or a special meeting called for that purpose, by an affirmative vote of not less than 67% of all co-owners present or represented at the meeting.

D. Effective Date of Amendments. Any amendment to these bylaws shall become effective upon recording of the amendment in the office of the Sheridan County Clerk. Without the prior written approval of all institutional holders of first mortgage liens on any unit in the condominium, no amendment to these bylaws shall become effective which substantially increases or decreases the benefits or obligations or materially affects the rights of any member of the association or of any such holder of a first mortgage lien on any unit.

E. Copies of Amendments. A copy of each amendment to the bylaws shall be furnished to every member of the association after adoption; provided, however, that any amendment to these bylaws that is adopted in accordance with this Article shall be binding upon all persons who have an interest in the project irrespective of whether the persons actually receive a copy of the amendment.

#### ARTICLE VIII. COMPLIANCE

The association of co-owners and all present or future co-owners, tenants, future tenants, or any other persons acquiring an interest in or using the facilities of the project in any manner are subject to and shall comply with the condominium documents and pertinent law, and the mere acquisition, occupancy or rental of any unit or an interest in a unit or the use of or entry upon the condominium premises shall signify that the condominium documents are accepted and ratified. If the condominium documents conflict with *W.S. 34-20-101, et seq.*, then statutes shall govern.

#### ARTICLE IX. REMEDIES FOR DEFAULT

A. Remedies. Any default by a co-owner shall entitle the association or another co-owner to the following relief:

1. Failure to comply with any of the terms or provisions of the condominium documents shall be grounds for relief, which may include, but is not limited to, an action to recover sums due for damages, injunctive relief, foreclosure of lien (if default in payment of assessment) or any combination of these remedies, and such relief may be sought by the association or, if appropriate, by an aggrieved co-owner or co-owners.

2. If any proceeding arising because of an alleged default by any co-owner is successful, the association shall be entitled to recover the costs of the proceeding and any reasonable attorney's fees (not limited to statutory fees) as may be determined by the court, but in no

event shall any co-owner be entitled to recover the attorneys' fees.

3. The violation of any of the provisions of the condominium documents shall also give the association or its authorized agents the right, in addition to the rights set forth above, to enter upon the common elements, or into any unit, where reasonably necessary, and summarily remove and abate, at the expense of the co-owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the condominium documents.

4. The violation of any of the provisions of the condominium documents by any co-owner shall be grounds for assessment by the association, acting through its duly constituted board of directors, of monetary fines for such violations. No fine may be assessed unless rules and regulations establishing the fine have first been duly adopted by the board of directors of the association and notice given to all co-owners. Subsequently, fines may be assessed only upon notice to the offending co-owners and an opportunity for the co-owner to appear before the board no less than 30 days from the date of the notice and offer evidence in defense of the alleged violation. All fines assessed may be collected in the same manner as provided in Article Two of these bylaws. The amount of the fines shall be as established by the association.

B. No Waiver. The failure of the association or of any co-owner to enforce any right, provision, covenant or condition which may be granted by the condominium documents shall not constitute a waiver of the right of the association or of any such co-owner to enforce the right, provision, covenant or condition in the future.

C. No Election of Rights. All rights, remedies, and privileges granted to the association or any co-owner or co-owners pursuant to any terms, provisions, covenants, or conditions of the condominium documents shall be deemed to constitute an election of remedies, nor shall it preclude any party thus exercising the same from exercising any other and additional rights, remedies or privileges as may be available to the party at law or in equity.

#### ARTICLE X. SEVERABILITY

If any of the terms, provisions, or covenants of these bylaws or the condominium documents are held to be partially or wholly invalid or unenforceable for any reason, such a holding shall not affect, alter, modify or impair in any manner any of the other terms, provisions, or covenants of the documents or the remaining portions of any terms, provisions, or covenants held to be partially invalid or unenforceable.

#### ARTICLE XI. NOTICES

All notices and or assessments required or permitted hereunder shall be made as follows:



To:

1. Outlaw Garages Condominiums Association or its Board of Directors:

661 Broadway  
Sheridan, WY 82801

2. Each Co-owner:

By leaving a notice attached to the door of respective units or mailed to the Co-owner address supplied to the Board of Directors.

10-9-08  
Date

Adopted pursuant to Declaration of Outlaw Garages filed October 10, 2008 in  
Book 500 Page 415 No. 623698

J2, Inc.

Dave Sorensen  
Dave Sorensen, President

STATE OF WYOMING     )  
                                      )ss  
COUNTY OF SHERIDAN    )

9<sup>th</sup> The foregoing instrument was subscribed and sworn to before me by Dave Sorensen, this  
day of October, 2008.

Witness my hand and official seal.

Brian T. Kinnison  
Notary Public

My Commissions Expires: 5-13-10

