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EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

AMENDED AND RESTATED DECLARATION
OF THE BURTON FLATS CONDOMINIUMS

Burton Flats, LLC, a Wyoming limited liability company, and its successors or assigns and seventy-five percent (75%) or more of all current owners of the Units (herein collectively "Declarants"), by this Declaration, and all future owners of the Units by their acceptance of individual deeds, covenant and declare and agree, all pursuant to the "Condominium Ownership Act" Wyo. Stat. §34-20-102 through §34-20-104, to the following plan of common ownership:

Recitals

A. Burton Flats, LLC, a Wyoming limited liability company, is the assignee of and successor in interest to JFL Land Company, a Wyoming limited liability.

B. JFL Land Company, Burton Flats, LLC, and the successors or assigns of Burton Flats, LLC are hereinafter referred to collectively as "Burton Flats, LLC".

C. JFL Land Company filed and recorded the Declaration Of The Burton Flats Condominiums in the office of the Clerk and Recorder for Sheridan County, Wyoming, on July 18, 2019, in Book 582, Page 13.

D. JFL Land Company filed and recorded the First Amendment to Declaration Of The Burton Flats Condominiums in the office of the Clerk and Recorder for Sheridan County, Wyoming, on January 14, 2020, Recording number 2020-755210.

E. Pursuant to the above-referenced Declaration Of The Burton Flats Condominiums, the Declaration is amendable by the owners of Seventy-Five Percent (75%) of the Units and JFL Land Company, or its assignee.

F. The Declarants hereby desire to amend and restate and add property to the original Declaration Of The Burton Flats Condominiums and the First Amendment to Declaration Of The Burton Flats Condominiums as set forth herein.

1. Ownership of Property. Declarants own certain real property described as:

1300 and 1290 Burton Street, Sheridan, Wyoming 82801, located within Lots 1-14, Block One and Lots 1-14, Block Two, Highland Park 2nd Addition Located in the N.E. ¼ N.E. ¼ of Section 28, Township 56 North, Range 84 West, of the 6th Principal Meridian, Sheridan County, Wyoming;

And

1301 Avon Street, Sheridan, Wyoming 82801, located within Lots 1-14, Block One and Lots 1-14 Block Two, Highland Park 2nd Addition Located in the N.E. ¼ N.E. ¼ of Section 28, Township 56 North, Range 84 West, of the 6th Principal Meridian, Sheridan County, Wyoming.

All of the same have been separated into condominium units described below and together with all improvements thereon and appurtenances thereto.

2. Description of Property. Burton Flats, LLC has improved the former Highland Park Elementary building (hereinafter referred to as "Building") into twenty-one (21) separate Condominium Units, Garage Units, Limited Common Elements, General Common Areas, Storage Units and a Health Club situated therein, as described and set forth on that certain Condominium Plat of Burton Flats Condominium initially filed and recorded in the office of the Clerk and Recorder for Sheridan County, Wyoming on February 26, 2019, in Drawer No. 1, Plat No. 28, Instrument No. 2019-748355 and that certain Condominium Plat of Burton Flats Condominiums, C Wing initially filed and recorded in the office of the Clerk and Recorder for Sheridan County, Wyoming on October 2, 2020, in Drawer No. 1, Plat No. 36, Instrument No. 2020-762543, hereinafter referred to collectively as the Condo Plats.

3. Allocation of Areas - Individual Units, Garage Units, Storage Units, Limited Common Elements, General Common Areas, Health Club and Undeveloped area. Burton Flats, in order to establish a plan of condominium ownership for the Property and improvements thereon, hereby covenants that it has divided, with the Condo Plats and this Declaration, the Property into the following separate freehold estates:

A. *Units and Garage Units* - The twenty-one (21) separately-designated and legally described fee simple estates, consisting of

the spaces and areas contained within the perimeter walls of each Unit and Garage Unit (collectively referred to as "Units") designated on the Condo Plats from the interior side of all boundary walls of the Unit upon which the interior sheetrock is affixed and all airspace within which is defined and referred generally to as the "Units" and individually as follows:

> Units A, C, D, E, F, G and H and Garage Units A, C, D, E, F, G and H located at 1300 Burton Street, Sheridan, Wyoming,
>
> Units A through G and Garage Units A through G located at 1290 Burton Street, Sheridan, Wyoming; and
>
> C Wing Units C1 through C7 and Garage Units C1 through C7 located at 1301 Avon Street, Sheridan, Wyoming all as described and shown on the Condo Plats.

Units A, C, D, E, F, G and H located at 1300 Burton Street, Units A through G located at 1290 Burton Street and C Wing Units C1 through C7 located at 1301 Avon Street, Sheridan, Wyoming are designated as residential use and Garage Units A, C, D, E, F, G and H located at 1300 Burton Street, Garage Units A through G located at 1290 Burton Street and C Wing Garage Units C1 through C7 located at 1301 Avon Street, Sheridan, Wyoming are designated as garages for use by the owners of residential units.

B. *Storage Units* – The twenty-one (21) Units each have access to and use of one storage unit per Unit. The storage units for Units located at 1300 Burton Street and 1290 Burton Street are located in the General Common Element Area in the northeast corner of the building located at 1300 Burton Street consisting of 927.9 square feet as described and set forth on that certain Condominium Plat of Burton Flats Condominiums filed and recorded in the office of the Clerk and Recorder for Sheridan County, Wyoming on February 26, 2019, in Drawer No. 1, Plat No. 28, Instrument No. 2019-748355. The storage units for the Units located at 1301 Avon Street are in the C Wing Storage Unit area as described and set forth on that certain Condominium Plat of Burton Flats Condominiums, C Wing filed and recorded in the office to the Clerk of Recorder for Sheridan County, Wyoming on

October 2, 2020, in Drawer No. 1, Plat No. 36, Instrument No. 2020-762543.

C. *Limited Common Elements* – The twenty-one (21) Units consist of an outside area described and shown on the Condo Plats and labeled as "Limited Common Element". All such limited common element areas shall be for the exclusive use by only those Unit owners. Each limited common element area shall be maintained by the Unit owner.

D. *General Common Area* - A fee simple general common area estate consisting of all portions of the Property labeled as "Proposed Paved Surface", "Proposed Concrete Surface", and "General Common Element" areas or not otherwise specifically designated as an individual "Unit", "Garage Unit" or "Limited Common Element" areas on the Condo Plats, which definition includes, but is not limited to, all structural elements of the Building, the land upon which the Building is located, and specifically includes, but is not limited to: the land, roof, exterior walls and columns, facade and fixtures affixed to the exterior of the building, foundation, exterior surface of the windows and glazing; all common circulation ways (e.g., sidewalks, landscaping, and driveways), storage areas and units not designated as limited areas, and mechanical room, community facilities, equipment and infrastructure, all utilities not within a Unit including, but not limited to, all electrical wires, plumbing pipes, conduits, ducts, mechanical equipment, public utility lines, and all other components of the building generally used for more than one Unit and/or not located within the airspace of the individual Units, Garage Units and Limited Common Elements. However, all mechanical units, which include hot water heater, gas fuel force air furnace and any related electrical and drainage related to the furnace specific to each Unit shall be considered part of the Units themselves and not part of the General Common Area as defined under this paragraph. Each Unit owner shall be responsible for the maintenance, repair and/or replacement of any mechanical units specific to each Unit.

E. *Health Club* - The twenty-one (21) Unit owners and their guests and invitees will each have access to and use of the Health Club located in the C Wing and depicted on the Condo Plats. To be granted access, each person accessing the Health Club must first

execute a waiver and release of any liability or claims against the Association and all Unit owners. Users of the Health Club shall be respectful of other users and shall clean up after using any equipment or areas located in the Health Club. The Association has the authority to set additional rules and requirements for the use of the Health Club as the Association deems necessary. In addition, the areas to the east and west of 1290 and 1300 Burton St. and 1301 Avon St. contained within the Planned Unit Development for Highland Park 2nd Addition, Blocks 1 and 2 will be further developed for future commercial and residential use ("PUD Area"). Any property owners within the PUD area will be permitted use of the Health Club by purchasing a separate individual membership. Any membership sold shall not exceed the pro rata per person costs and expenses associated with running the Health Club.

F. *Undeveloped Area* – Located in the C Wing next to the Health Club and Storage Units are areas designated as undeveloped in the Burton Flats Condominiums, C Wing. This area will continue to be owned and maintained by Burton Flats, LLC until such time as that area is developed for future use as determined by Burton Flats, LLC or sold. At such time as areas within the undeveloped area are sold or leased, the owner and/or user will be subject to a proportionate share of any assessments made by the Association and will be subject to and bound by, benefit from these Declarations and will also have proportionate representation for voting purposes in the Association, regardless of the number of persons or entities owning such areas. Uses may include, but are not limited to, additional residential units, office space or general common areas as determined by Burton Flats, LLC. Upon the addition of the number of Units, Garage Units, Storage Units, General Common Areas, Limited Common Elements or the addition of any office space this Declaration shall be construed and interpreted as if such additions are subject to these Declarations.

Discrepancy. The owners of the individual Units, Garage Units, Storage Units and Limited Common Elements agree that in the event there is any discrepancy in the locations of any Unit's space set out on the Condo Plats and the actual physical location thereof, the physical location shall supersede the Condo Plats' description of locations. If the structure is partially or totally destroyed and then rebuilt, the owners of the Units

agree that minor encroachment of parts of the Unit areas and facilities due to construction shall be permitted and that valid easement for such encroachment and its maintenance shall exist.

4. Description of Units and Common Areas.

A. *Separate Ownership of Individual Unit, Garage Unit, Limited Common Element.* The individual Units, Garage Units and Limited Common Elements, as established herein, shall be individually conveyed and owned as described and shown on the Condo Plats, the Declaration and as described herein.

B. *Undivided Interest in General Common Areas and facilities, Storage Units and Health Club.* An equal undivided interest in all General Common Areas and facilities, Storage Units and Health Club, as established herein and which shall be conveyed together with each individual Unit, Garage Unit, and Limited Common Element is as follows: Appurtenant undivided interest consisting of a share equal to a one twenty first (1/21st), unless otherwise expanded by Burton Flats, LLC if additional units are added as may be established under paragraph 3.F., above.

5. General Common Areas and Facilities. All General Common Areas and Facilities, Storage Units and Health Club shall remain undivided, and no Unit owner shall bring any action for partition, it being agreed that this restriction is necessary in order to preserve the rights of the owners with respect to the operation and management of the condominium and plan of common ownership and use.

6. Undivided Interests in General Common Areas. The undivided interest in the General Common Areas and Facilities, Storage Units and Health Club, established and to be conveyed with the respective individual Units, cannot be changed, and Declarants, their successors and assigns, and grantees, covenant that the undivided interests in the General Common Areas and Facilities, Storage Units and Health Club, and the fee title to the respective individual Units conveyed with the same, shall not be separated or separately conveyed, and each undivided interest in the General Common Areas, Storage Units and Health Club shall be deemed to be conveyed or encumbered with each respective individual Unit space, even though the description in the instrument of conveyance or encumbrance may refer only to the fee title to the individual space.

7. Plan of Ownership. Declarants establish herein a plan for the individual ownership of the estates consisting of the area or space contained in each of the individual Condo Units, Garage Units and Limited Common Elements, and the co-ownership and shared use by the individual and separate owners, as tenants in common, of all the remaining real property defined and referred to as the General Common Areas, Storage Units and Health Club as set forth herein, the Condo Plats and in the Bylaws of the Association.

For the purpose of this Declaration, the ownership of each individual Unit space shall include the respective owner's undivided interest in the General Common Areas and Facilities, Storage Units and Health Club specified and established in this Declaration and the Condo Plats, and each space together with the undivided interest is defined as a "Unit."

The owners of the respective individual "Units" and "Garage Units" shall be deemed to own the interior airspace of the condo and garage, from the interior facing of the exterior walls contained within their respective Unit spaces, and also shall be deemed to own the inner decorated or finished surfaces of the perimeter sheet-rocked walls, finished flooring, and ceiling finish attached to the bottom of the roof system (bottom of joists), including sheetrock, plaster, paint, finish flooring and the like. The owners of the respective individual Units shall not be deemed to own the exterior walls, the perimeter wall framing, the subfloors, and ceilings surrounding the respective Unit spaces, nor shall Unit owners be deemed to own pipes, wires, conduits, or other public or shared utility lines running through the respective spaces that are used for, or serve, more than one space, except as tenants in common, as provided above in this Section.

8. Title and Interest of Grantees. The proportionate shares of the separate owners of the respective Units in the profits and common expenses of the common areas and facilities, as well as their proportionate representation for voting purposes in the Association by the owners, is based on one (1) equal share and one (1) equal vote for each Unit, regardless of the number of persons or entities owning each Unit.

9. Covenants, Conditions and Restrictions on Use of Units and Common Areas and Storage Units. The Units, Garage Units, Limited Common Elements and Storage Units shall be occupied and used by the respective owners only for the uses permitted by the Association, which initially are established as:

A. Units shall be primarily residential uses (with permitted home offices mixed with the residential use thereof). All uses must be compatible with the other Units adjacent to it.

B. Garage Units shall be used in conjunction with and for the Units for residential use. The Garage Units are for parking and storing vehicles and other belongings as determined by the Unit owner.

C. Limited Common Elements for Units A, C, E and G located at 1300 Burton Street, Sheridan, Wyoming shall be used for parking and outside yard space and shall be maintained by the Unit owner. Limited Common Elements for Units D, F and H located at 1300 Burton Street, Sheridan, Wyoming and Limited Common Elements for Units A through G located at 1290 Burton Street, Sheridan, Wyoming shall be used for yard space only and shall be maintained by the Unit owner. Limited Common Elements for C Wing Units C1 through C7 located at 1301 Avon Street, Sheridan, Wyoming shall be used for yard space only and shall be maintained by the Unit owner.

D. Storage Units shall be used solely for the purposes of storage by the Unit owners. Unit owners shall not be permitted to store any hazardous wastes, noxious waste, items that create odors or smells that emit from the storage unit, animals (dead or alive), or any other items that would create a nuisance to other Unit owners. The Association has the sole discretion to determine what storage items create a nuisance and the Association has the authority to require the removal of the items from any storage unit causing a nuisance.

Units may be used for such purposes by the Unit owner, and family, tenants, and guests and invitees of the owner, and for no other purpose. Other than the foregoing obligations, the owner of a respective Unit shall have the right to lease the Unit provided the lease is made subject to the covenants and restrictions contained in this Declaration and binds the tenant to the same plan of use herein and as restricted by the Association.

The Association, by and through its Board of Directors, shall have the authority to designate additional rules and regulations for the common plan of use. The Unit owners shall comply with the following rules at a minimum:

i. *No Nuisance.* No Unit owner shall cause any nuisance to the other owners in the building, including but not limited to: shall not cause any noise nuisance to neighbors, nor use any Unit or common areas in a manner that unreasonably interferes with others' enjoyment of their Unit and the common areas. No Unit owner shall allow anything to be left in the General Common Area, Health Club or Undeveloped Area which blocks or impedes other owners' use.

ii. *Damage.* Any damage caused by a Unit owner or their guests to the common areas shall be repaired by the Unit owner at the owner's cost or the cost of repair will be charged to the Unit Owner by the Board of the Association. Any damage to any windows or glass of a Unit shall be replaced by the Unit owner, at the owner's expense and not the Association.

iii. *Signage.* No Unit owner shall place any sign anywhere on the Units, Garage Units or Common Areas visible to others without the prior written approval of the Board of the Association. However, for sale signs are permitted, but the size requirements shall be at the discretion of the Board of Directors.

iv. *Exterior/Common Areas.* No Unit owner shall mount, place, install, or otherwise cause to be modified the exterior, roof or walls of the Units or the Garage Units or any interior hallway or other portion of the Common Areas, Storage Units or Health Club without the prior written approval of the Board of the Association. No structural, plumbing or electrical changes within the Units or Garage Units may be made without prior written approval of the Board of the Association. Storage of any kind is expressly prohibited on or in any Common Areas unless the area is expressly designated for such purposes.

v. *Landscaping.* Any sod or other property damaged through neglect or abuse shall be replaced at the expense of the Unit Owner who is responsible. Unit Owners are not permitted to alter, change or add to the landscaping of the Common Property. Unit Owners are responsible for debris shown or placed on the grounds or damage to landscaping.

vi. *Seasonal Decorations.* Seasonal decorations shall not be installed any earlier than one (1) month before the holiday and must be removed no later than one (1) month after the date of the holiday. No outdoor decorations are permitted except for decorations which can be placed on a Unit's door. Any damage caused by the hanging of decorations shall be repaired by the Unit Owner responsible or the cost of repair will be charged to the Unit Owner by the Board of the Association. No decorations which create a safety hazard will be permitted.

vii. *Antennas.* No antennas or TV receiver/dish of any kind may be attached or mounted to any portion of the property without the written authorization of the Board of the Association.

viii. *Garbage.* All garbage must be placed in durable plastic bags and secured tightly. Large items of refuse, such as boxes and furniture, must be hauled away and not stored outside until discarded. No paints, liquids or combustible materials may be placed in the garbage receptacles. Each unit will have its own garbage receptacle assigned from the City of Sheridan. The receptacles shall remain in the garage or allowed storage area, as determined by the Board of the Association, until the evening before the garbage collection day. The receptacles will be placed at the designated area and shall be returned back to the garage or storage area within twenty-four (24) hours of being emptied.

ix. *Pets.* No Unit owner shall allow pets in the Unit, Garage Unit, Limited Common Element or General Common Areas which are not kept under control and kept quiet. Residents are limited to one (1) dog or one (1) cat with no other pets allowed. Any pet which creates a nuisance or unreasonable disturbance or causes damage to any Common Area may be permanently removed from the property upon three (3) days notice by the Board of the Association.

x. *No Smoking.* The Building and all portions thereof and the Limited Common Elements shall be smoke free, including, but not limited to cigarettes, e-cigarettes, vape pens, juul and cigars. No Unit owner, occupant or guest/invitee shall smoke inside the Building or in any Limited Common Elements in any manner that is detectable in any adjacent General Common Area or adjacent unit.

xi. *Parking.* It is agreed that each residential Condo Unit shall have one Garage Unit and each Unit owner will refrain from parking vehicles in any location other than in the Garage Unit. All other parking for Unit owners, their guests and invitees shall be restricted to street side parking on the public streets.

xii. *Garages.* Except when entered and exiting the garages, garage doors must be kept closed. No exterior alterations may be made to garage doors. Car engines must not be left running in garages. Car washing, repairs, oil changes or maintenance of any motor vehicles is prohibited if completed outside of the garages.

10. Additional Rules and Regulations. The owners of the Units agree that the administration of the condominium shall be in accordance with the provisions of this Declaration and the Association's authorized acts in its Bylaws that have been adopted and as may be hereafter amended to address any concerns or issues that arise after the date hereof in the shared use of the Building, General Common Areas, Storage Units and Health Club. Each owner, tenant, or occupant of a Unit shall comply with and be bound by the provisions of this Declaration, the Bylaws, as may be amended, and by such additional decisions, rules and regulations of the Association or its representatives, as adopted from time to time by the Association. Failure to comply with any such provisions, decisions, rules, or regulations, shall be grounds for action to recover sums due for common expenses, damages, costs for enforcement, including costs and attorney's fees, with or with the necessity of filing suit, or to seek injunctive relief.

11. Administration of Association. An owner of a Unit, on becoming the owner of a Unit, shall automatically be a member of the Burton Flats Condominium Owners Association, which shall be initially organized as a nonprofit corporation under the laws of the State of Wyoming (the "Association"), and each Unit owner shall remain a member of the Association until such time as ownership ceases for any reason, at which time membership in the Association shall automatically cease. All agreements and determinations made by the Association in accordance with the voting percentages established in this Declaration and the Association's Bylaws, which is incorporated herein by reference, shall be deemed to be binding on all owners, tenants, and occupants of individual Units, their successors and assigns.

12. <u>Contribution to Common Expenses -Assessment of Dues</u>. The Association shall meet at least annually, and at such other times as may be convenient, and among other business that may come before it, it shall establish for each calendar year:

A. Costs for City of Sheridan water, sewer, and garbage collection for all twenty-one (21) Units to be divided evenly amongst all twenty-one (21) Units, and any additional units as may be established under paragraph 3.F., above.

B. Costs for all General Common Areas, Storage Units and Health Club, including landscaping, snow removal, cleaning, maintenance, repair, replacement, improvements and the like of all areas commonly used by all twenty-one (21) Units, and any additional units as may be established under paragraph 3.F., above. The use of the Building and adjacent access, in accord with the Association's budget therefore, including specific dates that a proportionate share of such costs is due and payable by each Unit. Costs for General Common Areas, Storage Units and Health Club shall not include each cost for the repair and maintenance of the mechanical, plumbing and electrical located within the Unit which shall be the responsibility of the individual Unit owner.

C. Annual or other periodic assessment for payment/contribution of each Unit owner toward common expenses, including common area taxes, property and liability insurance and future maintenance, alterations or improvements, or reserved therefore.

D. Determine the amount, premium cost and carrier of insurance coverage for casualty loss to any or all of all General Common Area, Storage Units and Health Club.

E. Determine and act upon the need for rules, regulations and the like to govern the use of the condominiums and common areas.

F. Election of officers and the Board, as set forth in the Bylaws; and

G. Such other matters as may be necessary or convenient for the Association to consider.

The Association shall assess all twenty-one (21) Units, and any additional units as may be established under paragraph 3.F., for the common costs

of all General Common Areas, Storage Units and Health Club including property tax, insurance, maintenance, repairs, cleaning and improvement of the General Common Areas, Storage Units and Health Club used by the residential units. The Association shall have the power to impose and enforce liens against each Unit for unpaid assessments.

All Units shall be equally assessed.

The initial assessment to be imposed upon Unit Owners will be for taxes, insurance, maintenance and repairs for the Building, General Common Area, Storage Units and Health Club. Assessments are not permanently set but the budget is anticipated to require a per-Unit assessment of approximately $250.00 per month per Unit for the first year until actual costs are confirmed, or in such other amount as the Association deems necessary thereafter to pay common area charges, which will include but not be limited to: maintenance and care used by the Units, respectively, and for all Units for snow removal, insurance, real estate taxes, common utilities, general maintenance/repairs/reserves, and the other costs for the General Common Area, Storage Units and Health Club. Payment of monthly assessments shall be paid in such increments (monthly, quarterly, semi-annually or annually) as the Association may, from time to time, determine appropriate and shall be automatically deposited into the Association's designated operating account. The monthly assessment to be imposed upon the Owners of each Unit shall commence after the first Unit has been sold.

No owner of a Unit may exempt such owner from liability for contribution toward the common expenses by waiver of the use or enjoyment of any of the common areas and facilities or by the abandonment of the Unit.

13. Assessment Liens. All sums assessed by the Association but unpaid for the common expenses chargeable to any Unit shall constitute a lien on such Unit prior to all other liens except only: (i) tax liens on the Unit in favor of any assessing Unit and special district; and (ii) all sums unpaid on the first mortgage of record, to which this lien right is subordinated. Such lien may be foreclosed by suit by the Directors of the Association, acting on behalf of the owners of the Units, in like manner as a mortgagee of real property. The plaintiff in the foreclosure action shall be entitled to the appointment of a receiver to collect rent, if any. The officers, acting on behalf of the owners of the Units, shall have power to bid on the Unit at foreclosure sale, and to acquire and hold, lease, mortgage, and convey the Unit. Suit to recover a money Judgment for

unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing the unpaid expenses. The Unit owner in arrears or named in such action shall be liable for and pay all of the Association's attorney fees and costs, with or without the necessity of filing suit.

14. Assessments; Liability of Mortgagee. Where the mortgagee of a first mortgage of record or other purchaser of a Unit obtains a title to the Unit as a result of foreclosure of the first mortgage, such acquirer of title, and successors and assigns, shall not be liable for the share of the common expenses or assessments by the Association chargeable to such Unit that became due prior to the acquisition of the Unit by the acquirer. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from owners of all of the Units, including the acquirer, and successors and assigns.

15. Assessments; Liability of Subsequent Grantee. In any voluntary or involuntary conveyance of a Unit, not described in 14., above, the Grantee or Grantees of the Unit shall be jointly and severally liable for all unpaid assessments by the Association against the Unit for the Unit's share of the common expenses up to the time of the grant or conveyance. Any such Grantee shall be entitled to a statement from the officers of the Association, setting forth the amount of the unpaid assessments against the Unit to the Association.

16. Property Insurance. The Association shall obtain and continue in effect property insurance on all General Common Areas, Storage Units and Health Club in forms and amounts (1) satisfactory to mortgagees holding first mortgages covering Units but without prejudice to the right of the owner of a Unit to obtain individual Unit insurance, or (2) in such amounts and in such forms as required by the Association, or (3) the maximum insurable amount pursuant to the company affording the coverage. Insurance premiums for any common area insurance coverage shall be a common expense to be paid by assessments levied by the Association, and such payments shall be held in a reserve fund of the Association and used solely for the payment of the blanket property insurance premiums as such premiums become due.

17. Revocation or Amendment of Declaration.

The Declarations may be amended, altered or revoked upon the written approval of Seventy-Five Percent (75%) of the owners of the Condo Units. Each Condo Unit shall be considered to have one owner for the purposes of this paragraph.

This Declaration is made effective the 19TH day of NOVEMBER 2020.

Record title owners Unit F and Garage Unit F and Limited Common Element F at 1300 Burton Street and Units C1 through C7 and Garage Units C1 through C7 and Limited Common Elements C1 through C7 at 1301 Avon Street:

Jim Bede, Member and Manager of
Burton Flats, LLC

Lynnet Bede, Member and Manager of
Burton Flats, LLC

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STATE OF WYOMING)
)ss
COUNTY OF SHERIDAN)

This instrument was acknowledged before me by Jim Bede and Lynnet Bede, Members and Managers of Burton Flats, LLC, on this 19th day of November, 2020.

Witness my hand and official seal.

K BOSHARD
Wyoming
Notary Public, County of Sheridan
My Commission Expires
October 7, 2023

Notary Public

My Commission expires: 10/7/23

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Record title owner of Unit A and Garage Unit A and Limited Common Element A at 1290 Burton Street:

Marilyn Richey

Marilyn Richey, Trustee of the Marilyn Richey Revocable Trust, August 7, 2013

STATE OF WYOMING)
)ss
COUNTY OF SHERIDAN)

This instrument was acknowledged before me by Marilyn Richey, Trustee of the Marilyn Richey Revocable Trust, August 7, 2013, on this 06 day of November, 2020.

Witness my hand and official seal.

CHRISTINA G. ELS - NOTARY PUBLIC
COUNTY OF SHERIDAN STATE OF WYOMING
My Commission Expires July 9, 2024

Christina G. Els
Notary Public

My Commission expires: Jul 9th 2024

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Record title owner of Unit B and Garage Unit B and Limited Common Element B at 1290 Burton Street:

Janet C. Johnson

Janet C. Johnson

STATE OF WYOMING)
)ss
COUNTY OF SHERIDAN)

This instrument was acknowledged before me by Janet C. Johnson, on this 16 day of November, 2020.

Witness my hand and official seal.

SARAH AKSAMIT - NOTARY PUBLIC
COUNTY OF SHERIDAN STATE OF WYOMING
My Commission Expires September 23, 2021

Notary Public

My Commission expires: 09-23-2021

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Record title owners of Unit C and Garage Unit C and Limited Common Element C at 1290 Burton Street:

Robert I. Womble

Robert I. Womble, Trustee of the Womble Family Revocable Trust, dated March 14, 2018

Lucille M. Womble

Lucille M. Womble, Trustee of the Womble Family Revocable Trust, dated March 14, 2018

STATE OF WYOMING)
)ss
COUNTY OF SHERIDAN)

This instrument was acknowledged before me by Robert I. Womble, Trustee of the Womble Family Revocable Trust, dated March 14, 2018, on this 9th day of November, 2020.

Witness my hand and official seal.

Georgia Fosnight
Notary Public

My Commission expires: 12/30/22

GEORGIA FOSNIGHT - NOTARY PUBLIC
County of Sheridan State of Wyoming
My Commission Expires DEC. 30,2022

STATE OF WYOMING)
)ss
COUNTY OF SHERIDAN)

This instrument was acknowledged before me by Lucille M. Womble, Trustee of the Womble Family Revocable Trust, dated March 14, 2018, on this 9th day of November, 2020.

Witness my hand and official seal.

Georgia Fosnight
Notary Public

My Commission expires: 12/30/22

GEORGIA FOSNIGHT - NOTARY PUBLIC
County of Sheridan State of Wyoming
My Commission Expires DEC. 30,2022

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Record title owner of Unit D and Garage Unit D and Limited Common Element D at 1290 Burton Street:

Peter G. Schoonmaker

REMELLE E. BURTON NOTARY My Commission Expires May 15, 2023 PUBLIC SHERIDAN COUNTY, WYOMING

STATE OF WYOMING)
)ss
COUNTY OF SHERIDAN)

This instrument was acknowledged before me by Peter G. Schoonmaker, on this 9th day of November, 2020.

Witness my hand and official seal.

Notary Public

My Commission expires: 5/15/2023

2020-764044 11/23/2020 8:37 AM PAGE: 20 OF 27
FEES: $90.00 DO DECLARATION
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

Record title owner of Unit E and Garage Unit E and Limited Common Element E at 1290 Burton Street:

Jerome Allen

Jerome Allen

Kathleen Allen

Kathleen Allen

STATE OF WYOMING)
)ss
COUNTY OF SHERIDAN)

This instrument was acknowledged before me by Jerome Allen on this 6th day of Nov, 2020.

Witness my hand and official seal.

K BOSHARD
Wyoming
Notary Public, County of Sheridan
My Commission Expires
October 7, 2023

K Boshard

Notary Public

My Commission expires: 10/7/23

STATE OF WYOMING)
)ss
COUNTY OF SHERIDAN)

This instrument was acknowledged before me by Kathleen Allen on this 6th day of Nov, 2020.

Witness my hand and official seal.

K BOSHARD
Wyoming
Notary Public, County of Sheridan
My Commission Expires
October 7, 2023

K Boshard

Notary Public

My Commission expires: 10/7/23

2020-764044 11/23/2020 8:37 AM PAGE: 21 OF 27
FEES: $90.00 DO DECLARATION
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

Record title owner of Unit F and Garage Unit F and Limited Common Element F at 1290 Burton Street:

Jan Allen

Angelita Siojo Allen

STATE OF WYOMING)
)ss
COUNTY OF SHERIDAN)

This instrument was acknowledged before me by Jan Allen on this 6th day of November, 2020.

Witness my hand and official seal.

K BOSHARD
Wyoming
Notary Public, County of Sheridan
My Commission Expires
October 7, 2023

Notary Public

My Commission expires: 10/7/23

STATE OF WYOMING)
)ss
COUNTY OF SHERIDAN)

This instrument was acknowledged before me by Angelita Siojo Allen on this 6th day of November, 2020.

Witness my hand and official seal.

K BOSHARD
Wyoming
Notary Public, County of Sheridan
My Commission Expires
October 7, 2023

Notary Public

My Commission expires: 10/7/23

2020-764044 11/23/2020 8:37 AM PAGE: 22 OF 27
FEES: $90.00 DO DECLARATION
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

Record title owners of Unit G, Garage Unit G and Limited Common Element G at 1290 Burton Street:

Peter Solomon

Jenean Solomon

STATE OF WYOMING)
)ss
COUNTY OF SHERIDAN)

This instrument was acknowledged before me by Peter Solomon, on this 17th day of November, 2020.

Witness my hand and official seal.

S. JOHNSTON NOTARY PUBLIC SHERIDAN COUNTY, WYOMING My Commission Expires October 12, 2023

Notary Public

My Commission expires: _____

STATE OF WYOMING)
)ss
COUNTY OF SHERIDAN)

This instrument was acknowledged before me by Jenean Solomon, on this 17th day of November, 2020.

Witness my hand and official seal.

S. JOHNSTON NOTARY PUBLIC SHERIDAN COUNTY, WYOMING My Commission Expires October 12, 2023

Notary Public

My Commission expires: _____

2020-764044 11/23/2020 8:37 AM PAGE: 23 OF 27
FEES: $90.00 DO DECLARATION
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

Record title owner of Unit A and Garage Unit A and Limited Common Element A at 1300 Burton Street:

Dorothy M. Prell

Dorothy M. Prell

STATE OF WYOMING)
)ss
COUNTY OF SHERIDAN)

This instrument was acknowledged before me by Dorothy M. Prell, on this 17th day of November, 2020.

Witness my hand and official seal.

K BOSHARD
Wyoming
Notary Public, County of Sheridan
My Commission Expires
October 7, 2023

K Boshard

Notary Public

My Commission expires: 10/7/23

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FEES: $90.00 DO DECLARATION
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

Record title owner of Unit C and Garage Unit C and Limited Common Element C at 1300 Burton Street:

Cynthia D. Prell

Cynthia D. Prell

STATE OF WYOMING)
)ss
COUNTY OF SHERIDAN)

This instrument was acknowledged before me by Cynthia D. Prell, on this 17th day of November, 2020.

Witness my hand and official seal.

K BOSHARD
Wyoming
Notary Public, County of Sheridan
My Commission Expires
October 7, 2023

K Boshard
Notary Public

My Commission expires: 10/7/23

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FEES: $90.00 DO DECLARATION
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

Record title owner of Unit D and Garage Unit D and Limited Common Element D at 1300 Burton Street:

Patricia C. McCarley

Patricia C. McCarley

STATE OF WYOMING)
)ss
COUNTY OF SHERIDAN)

This instrument was acknowledged before me by Patricia C. McCarley, on this 5th day of November, 2020.

Witness my hand and official seal.

NAN MILLER - NOTARY PUBLIC
County of Sheridan State of Wyoming
My Commission Expires MAY 20, 2022

Nan Miller

Notary Public

My Commission expires: May 20, 2022

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FEES: $90.00 DO DECLARATION
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

Record title owner of Unit E and Garage Unit E and Limited Common Element E at 1300 Burton Street:

Amanda Maudsley

STATE OF WYOMING)
)ss
COUNTY OF SHERIDAN)

This instrument was acknowledged before me by Amanda Maudsley, on this 11th day of November, 2020.

Witness my hand and official seal.

K BOSHARD
Wyoming
Notary Public, County of Sheridan
My Commission Expires
October 7, 2023

Notary Public

My Commission expires: 10/7/23

2020-764044 11/23/2020 8:37 AM PAGE: 27 OF 27
FEES: $90.00 DO DECLARATION
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

Record title owner of Unit H and Garage Unit H and Limited Common Element H at 1300 Burton Street:

Brenda Perea

Brenda Perea

STATE OF WYOMING)
)ss
COUNTY OF SHERIDAN)

This instrument was acknowledged before me by Brenda Perea, on this 12th day of November, 2020.

Witness my hand and official seal.

K BOSHARD
Wyoming
Notary Public, County of Sheridan
My Commission Expires
October 7, 2023

K Boshard
Notary Public

My Commission expires: 10/7/23