

**BYLAWS**  
**OF**  
**EAST RIDGE SHOP CONDOS OWNERS' ASSOCIATION**

These Bylaws provide for the governance of the East Ridge Shop Condos Owners' Association (the "Association"), an unincorporated Wyoming nonprofit association organized pursuant to Wyoming Statutes § 17-22-101 et. seq. as it relates to the property, located in Sheridan County, Wyoming, and more particularly described in the Declaration of Condominium and Covenants for East Ridge Shop Condos ("Declaration"), which has been created by recordation of the Declaration in the real property records of Sheridan County, Wyoming on 7-28-25, as Instrument No. 2025-800888

The following Bylaws have been adopted by a majority vote of the members of the Association in accordance with the Declaration to not only protect the harmony of the community, but also to promote the safety and welfare of residents and to maintain an acceptable quality of life.

These Bylaws do not replace the Declaration, which is the primary governing document of East Ridge Shop Condos Owners' Association.

**I. Purpose**

1. **General.** These Bylaws provide for the regulation and management of the affairs of the Association.
2. **Covenants.** The Association is granted all powers necessary to govern, manage, maintain, repair, administer, and regulate East Ridge Shop Condos. Membership in the Association is automatic for the Owners of the nine (9) separate Units of East Ridge Shop Condos, all of which will be subject to the Declaration, and as amended from time to time.

**II. Membership and Voting Rights**

1. **Membership.** Every person who is an Owner of a Unit shall be a member of the Association, and such membership shall be appurtenant to and may not be separated from the ownership of the Unit. An Owner shall become a member upon conveyance of record to such Owner of a Unit and shall cease being a member upon a conveyance of record from the member of such Unit. No certificate or document, save and except a recorded conveyance to a Unit, shall be required to evidence such membership. All agreements and determinations properly

made by the Association shall be deemed to be binding on all Owner's, tenants, and occupants of Units, their successors and assigns.

2. Member Rights. At the end of the Declarant Control Period, each Owner, including the Declarant, shall be entitled to vote in accordance with the percentage interest as set forth in the Declaration, save and except that the voting rights of any Owner who is more than 30 days past due on the payment of any assessment to the Association shall be automatically suspended until such assessment, together with interest, costs, and reasonable attorney's fees, is paid in full. The voting rights of any Owner against whom an enforcement issue is being voted upon by the Association shall be suspended for the vote on that enforcement issue only.

3. Action. An action of the Association, or any approval required of the Owners under these Covenants, shall be as stated herein. Unless otherwise provided, the act of a majority of the ownership interest of the Owners shall be the act of the Owners.

4. Quorum. A majority of the members of the Association, represented in person or by proxy, shall constitute a quorum at a meeting of the Association. If less than a majority of the members are represented at a meeting, a majority of the members so represented may adjourn the meeting without further notice.

5. Proxies. At all meetings of members, a member may vote by proxy executed in writing or by facsimile by the member or by his duly authorized attorney-in-fact. Such proxy shall be filed with the secretary of the Association before, or at the time of, the meeting. No proxy shall be valid after two (2) months from the date of its execution, unless otherwise provided in the proxy.

### **III. Meetings of Members**

1. Annual Meetings. The annual meeting of the members shall be held in the month of April of each year at a time and place within Sheridan County, Wyoming, set by the Management Group.

2. Special Meetings. Special meetings of the members may be called at any time by the president or by a majority of the members.

3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least ten (10) days before such meeting to each member entitled to vote, addressed to the member's mailing or email address last appearing on the books of the Association, or supplied by such member to the Association for



the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

#### **IV. Formation, Powers and Duties of the Management Group**

1. **Management Group.** After the Declarant Control Period, the Management Group shall conduct the affairs of the Association. The Management Group shall consist of no less than three (3) and no more than five (5) Owners, and shall always consist of an odd number of members. The members of the Management Group shall be elected for calendar year terms by a majority vote of the members of the Association at the annual meeting of the Owners.

2. **Powers and Duties.** The Management Group shall have the following powers and duties:

(a) To enter into contracts, maintain bank accounts, purchase materials, labor, equipment and supplies necessary to perform functions of the Management Group, and conduct all reasonable business necessary or incidental to the operation of the Association;

(b) To enter into agreements with respect to the assessment, collection and disbursement of Association funds;

(c) To assess Unit Owners for funds necessary for the operation of the Management Group;

(d) To enforce the provisions of the Declaration, place and enforce liens on Units, and enjoin and seek damages from any member for violation of the Declaration;

(e) To maintain and repair any shared sanitary sewer system as appropriate and to establish and maintain reserves for maintenance and repairs; and

(f) To perform other duties and responsibilities as otherwise set forth in the Declaration.

3. **Unit Sale by Member.** In the event a member sells the member's Unit, the member will no longer be a member of the Association, and all rights associated with membership will be terminated. If the member selling a Unit is a member of the Management Group or holds an office, the Management Group membership and office position terminate upon sale, and the Management Group shall select a replacement to serve on the Management



Group for the remainder of the departing Management Group member's term, and to fill any vacant office.

4. Vacancies. Any vacancy occurring in the Management Group shall be filled by the Management Group, upon nomination by the President and approved by a majority vote of the Management Group. A Management Group member elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in the office.

5. Removal of Management Group Members. The Management Group may remove one or more Management Group members, without cause. A Management Group member may be removed by the Management Group only at a meeting called for the purpose of removing him or her, and the written meeting notice shall state that the purpose, or one of the purposes, of the meeting is removal of the Management Group member. The notice shall be given at least seven (7) days prior to the meeting date. Seventy-Five percent (75%) vote of a quorum of the Management Group members present at the meeting shall be required to remove a Management Group member.

6. Resignation. A Management Group member may resign at any time by delivering written notice to the Management Group, or to the President or Secretary. A resignation is effective when the notice is delivered, unless the notice specifies a later effective date.

7. Compensation. No compensation shall be paid to the Management Group for their services or for their services as Management Group members.

8. Regular Meetings. One regular annual meeting of the Management Group shall be held each year following the annual meeting of the members. The purpose of the annual meeting shall be for the announcement of the election of the Management Group members and the election of the Officers of the Management Group, and for the transaction of such business as shall come before the Management Group. Additional regular meetings shall be held at dates and times as otherwise determined by the Management Group. Such meetings shall be for the transaction of such business as shall come before the Management Group. In the event a regular meeting is previously scheduled, written notice of the meeting date and time shall be given to Management Group members by the President or by any other officer, or their designee, in the manner as provided in Paragraph 10 of these Bylaws. Attendance at the meetings can be in person, or by telephone conference, skype, facetime, or any other electronic method of appearance that would permit a Management Group member to participate in the meeting.

9. Special Meetings. Special meetings of the Management Group may be called by or at the request of the President of the Management Group or at least twenty percent (20%) of the Management Group members then in office. The person or persons authorized to call





special meetings of the Management Group may fix any place as the place for holding any special meeting of the Management Group called by them. Attendance at the special meeting can be in person, or by telephone conference, skype, facetime, or any other electronic method of appearance that would permit a Management Group member to participate in the meeting.

10. Notice. Notice of any special meeting of the Management Group shall be given at least three (3) days previous thereto by written notice delivered personally, sent by mail or sent by email to each Management Group member at his or her address as shown by the records of the Management Group. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, in a sealed envelope so addressed, with postage thereon prepaid. If emailed, such notice shall be deemed to be delivered when sent. Any Management Group member may waive notice of any meeting. The attendance of a Management Group member at any meeting shall constitute a waiver of notice of such meeting, except where a Management Group member attends the meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

11. Failure to Hold Meeting. The failure to hold an annual or regular meeting at a time stated or fixed in accordance with the Bylaws does not affect the validity of any Management Group action.

12. Act of the Management Group Members, Quorum, Proxy Voting. A majority of the Management Group members shall constitute a quorum for the transaction of the business at any meeting of the Management Group; but if less than a majority of the Management Group members are present at said meeting, a majority of the Management Group present may adjourn the meeting from time to a time until a quorum is present. A Management Group member absent from a meeting is considered present for the purposes of a quorum and that member's vote will be accepted if that member's written appointment of proxy is delivered to and received by the President twenty-four (24) hours prior to a meeting and shall be kept as part of the regular meeting minutes. An appointment of a proxy is valid for one (1) month unless a different period is expressly provided in the appointment of proxy, provided, however, that no proxy shall be valid for more than two (2) months.

13. Action Without Meeting. Action required or permitted to be taken at a meeting of the Management Group may be taken without a meeting if notice of the proposed action is given to all Management Group members and the action is approved by Sixty-Six percent (66%) of the Management Group members entitled to vote on the action. Notice of the proposed action shall be delivered by the President, or his or her designee, via email, using the e-mail addresses of Management Group members as they appear in the membership rolls of the Management Group. Management Group members may vote on the action via email.

14. **Member Participation at Meetings.** Members will be permitted to attend any annual, regular or special meeting of the Management Group. However, participation at any meeting will be the sole discretion of the Management Group members. If a member becomes disruptive or disrespectful during any meeting, the Management Group shall be permitted to refuse to allow the member to participate or comment during the meeting and may remove the member from the meeting.

## **V. Officers and Their Duties**

1. **Enumeration of Offices.** The officers of this Association shall be a President, Secretary, and Treasurer, who shall at all times be members of the Management Group, and such other officers as the Management Group may from time to time create. Separate offices may be combined into one, and one individual may hold more than one office.

2. **Election of Officers.** The election of officers shall take place at each annual meeting of the members.

3. **Term.** Officers shall hold office for three (3) years unless they shall sooner resign, or shall be removed, or otherwise be disqualified to serve.

4. **Resignation and Removal.** Any officer elected or appointed by the Management Group may be removed by the Management Group at any time, without cause. Any officer may resign at any time by delivering written notice of such to the any member of the Management Group. Any officer may be removed by the Management Group only at a meeting called for the purpose of removing him or her, and the written meeting notice shall state that the purpose, or one of the purposes, of the meeting is removal of the Management Group member. The notice shall be given at least seven (7) days prior to the meeting date. Sixty-Six percent (66%) vote of a quorum of the Management Group members present at the meeting shall be required to remove any officer.

5. **Vacancies.** A vacancy in any office because of death, resignation, removal, disqualification or otherwise may be filled by the Management Group for the unexpired portion of the term by a majority vote of the Management Group.

6. **Duties.** The duties of the officers are as follows:

(a) **President:** The President shall be the principal executive officer of the Association and shall supervise and control all of the business and affairs of the Management Group and Association. The President shall preside at all meetings of the Management Group and of the Members. The President shall sign, with the Secretary or any other proper officer of the Management Group authorized



by the Management Group, any deeds, mortgages, easements, bonds, contracts or other instruments which the Management Group has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by these Bylaws. The President shall in general perform all duties incident to the office of the President and such other duties as may be prescribed by the Management Group from time to time

- (b) Vice President: The Vice President, if any, shall act in the place of the President in the event of the President's absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of the President by the Management Group.
- (c) Secretary: The Secretary shall keep the minutes of the meetings of the Management Group and the Association in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; be custodian of the Management Group and Association records; and in general perform all duties incident to the office of the Secretary and such other duties as, from time to time, may be assigned to him or her by the President or by the Management Group. Within five (5) days of any Regular Meeting of the Management Group the Secretary shall circulate via email amongst the Management Group a draft of the meeting minutes from the prior meeting. To approve the meeting minutes, a majority of the Management Group must vote to approve the minutes, said vote being conducted via email.
- (d) Treasurer: The Treasurer shall have charge and custody of and be responsible for all funds and securities of the Association, shall receive and give receipts for monies due and payable to the Association from any source whatsoever, and shall deposit all such monies in the name of the Association in such banks, trust companies, or other depositories as shall be selected in accordance with the provisions of Article V of these Bylaws. The Treasurer shall in general perform all the duties incident to the office of Treasurer and such other duties as, from time to time, may be assigned to him or her by the President or by the Management Group. The Treasurer shall make a report at each annual meeting of the Management Group.
- (e) Salaries: No compensation shall be paid to the Management Group for their services or for their services as Management Group members.

7. Advisory Committees. The President may appoint one or more advisory committees to the Management Group. The President may at any time appoint additional

members to any such committee. Members of any such committee shall serve at the pleasure of the President. Such advisory committees shall advise the officers of the Management Group in all matters designated by the President and the Management Group, and prescribe rules for the call and conduct of meetings of the advisory committee and other matters relating to its procedure. Advisory committee members may consist of any Unit Owner within the subdivision and are not required to be members of the Management Group.

## **VI. Assessments**

1. **Personal Obligation of Assessments.** Each Owner of a Unit, by acceptance of a deed for the Unit, is deemed to agree to pay to the Association the assessments authorized by the Declaration, except that the Association shall not authorize any assessments against East Ridge Industrial Park, LLC, or against any Units owned by East Ridge Industrial Park, LLCRIP. The payment of any assessment or installment thereof due to the Association shall be in default if such payment is not paid to the Association when due.

2. **Interest.** If in default for in excess of ten (10) days, the delinquent assessment, or delinquent installments thereof shall bear interest at eighteen percent (18%) per year.

3. **Creation of Lien.** The Association is hereby granted a lien upon each Condominium Unit, together with a lien on all tangible personal property located within said Unit (except that: (1) the lien on the Condominium Unit shall be subordinate to the lien of any first mortgage or first deed of trust encumbering such Condominium Unit and (2) the lien upon the tangible personal property shall be subordinate to prior bona fide liens of record), which lien shall secure the payment of all monies from each Unit Owner for which he is liable to the Association, including all assessments, interest and expenses provided for in this Declaration and reasonable attorneys' fees incurred as an incident to the enforcement of said lien. The Association may record a separate lien statement in the public records and foreclose this lien by any appropriate suit or proceeding at law or in equity. The Association may also foreclose by advertisement and sale in the same manner as real estate mortgages with such power of sale are foreclosed pursuant to Wyoming law.

4. **Budget.** At each annual meeting, the Association shall review a proposed budget for the operation of the Association, addressing such items as weed control, pest control, snow removal, road and gate maintenance, water distribution system maintenance and repairs, water usage fees, assessments, insurance, and other possible expenditures that the members may or may not wish to pay through the Association. The Association shall then adopt a budget for the coming year.

5. **Operations Costs.** Following adoption of a budget, members shall be assessed an amount sufficient to pay expected operations costs.

**Article VII. Books and Records**

1. The Association shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of the Management Group. All books and records of the Management Group may be inspected by any Unit Owner, or his or her agent or attorney, for any proper purpose at any reasonable time. However, the Management Group is permitted to charge a reasonable fee for making any copies of documents or for the time incurred for any oversight of any inspection completed by a Unit Owner.

**Article VIII. Fiscal Year**

1. The fiscal year of the Association shall be as determined by the Management Group in its sole discretion.

**Article IX. Amendments to Bylaws**

1. These Bylaws may be repealed or amended at any time by affirmative vote of members who collectively hold more than seventy-five percent (75%) of the outstanding votes of the Association. A meeting to discuss the repeal or amendment of the Bylaws may be called by the Management Group or by at least four or more Owners. Notwithstanding Article III, Section 3, written notice of each meeting to discuss amendment or repeal of the Bylaws shall be given by, or at the direction of, the Secretary or by all of the Owners calling the meeting, by mailing a copy of such notice, postage prepaid, at least twenty (20) days before such meeting to each member entitled to vote, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, and shall state specifically that the purpose, or one of the purposes of the meeting, will be to consider an amendment to the Bylaws and contain or be accompanied by a copy or summary of the amendment, or state the general nature of the amendment.

Executed effective \_\_\_\_\_.

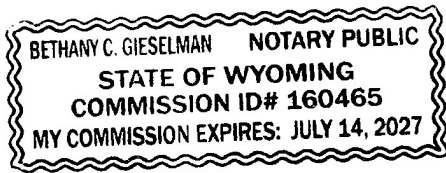
**EAST RIDGE SHOP CONDOS OWNERS'  
ASSOCIATION**

By : Donna Garland  
*Managing Member* President

STATE OF WYOMING )  
 ) ss.  
COUNTY OF SHERIDAN )

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of July, 2025, by Donna Garland as President of the East Ridge Shop Condos Owners' Association. *Managing Member*

WITNESS my hand and official seal.



*Bethany C. Gieselman*  
Notary Public  
My Commission Expires: 7-14-27

**NO. 2025-800889 BY LAWS**  
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK  
DONNA GARLAND 625 E 5TH ST SUITE 103  
SHERIDAN WY 82801