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EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

First Amended Declaration of Outlaw Garages Condominiums

On October 10, 2008, at and in the office of the Clerk and Recorder for Sheridan County, Wyoming, at Condominium Drawer 1, page 11, J2, Inc., filed the PLAT OF OUTLAW GARAGES, Phase 1.

On May 17, 2013, at and in the office of the Clerk and Recorder for Sheridan County, Wyoming at Condominium Drawer 2M1, page 2M19, J2, Inc. filed the PLAT OF OUTLAW GARAGES, Phase 2.

On October 10, 2008, at and in the office of the Clerk and Recorder for Sheridan County, Wyoming at Book 500, page 0415, J2, Inc. filed the original DECLARATION OF OUTLAW GARAGES CONDOMINIUMS.

J2, Inc., at Section III RESERVATION BY GRANTOR, among other things, reserved the right to amend the original declaration described above for the purpose of further development of individual units and common areas.

By acceptance of individual deeds, all owners of individual units have accepted the right of J2, Inc. to amend the original declaration for the purpose of further development of individual units and common areas.

This First Amended Declaration of Outlaw Garages Condominiums is set forth and declared as follows:

DECLARATION

J2, Inc. of Sheridan County, Wyoming, its successors and assigns, ("Grantor") by this First Amended Declaration of Outlaw Garages Condominiums, and pursuant to reserved right to amend the original declaration (described above) and pursuant to the covenant of all grantees by acceptance of individual deeds, declares:

SECTION I. DESCRIPTION OF PROJECT

Grantor has improved and intends to further improve the below described 1.690 acres and the below described 1.20 acres of real property described by constructing a 22 unit set of 2 structures (Phase 1) and a 22 unit set of 2 structures (Phase 2), as described and set forth on those certain PLATS OF OUTLAW GARAGES CONDOMINIUMS, Phase 1 and 2, respectively filed and recorded in the office of the Clerk and Recorder for Sheridan County, Wyoming on October 10, 2008 at Condominium Drawer 1, page 11 and on May 17, 2013 at Condominium Drawer 2M1, page 2M19. Hereinafter, Phase 1 and 2 to be referred to as Outlaw Garages Condominiums.

SECTION II. OWNERSHIP OF PROPERTY

Grantor owns certain real property described as:

A TRACT OF LAND LOCATED IN THE NW 1/4 OF THE NW 1/4, OF SECTION 1, TOWNSHIP 55 NORTH, RANGE 84 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, SHERIDAN COUNTY, WYOMING, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 1; THENCE ALONG THE NORTH LINE OF SAID SECTION 1, N89°47'29"E A DISTANCE OF 243.55 FEET; THENCE S00°45'09"W A DISTANCE OF 940.21 FEET, TO THE TRUE POINT OF BEGINNING; THENCE S89°12'54"E A DISTANCE OF 200.03 FEET; THENCE S00°47'06"W A DISTANCE OF 393.90 FEET, TO A POINT ON A CURVE ON THE RIGHT-OF-WAY LINE OF U.S. HIGHWAY 14/BRUNDAGE LANE; THENCE ALONG SAID RIGHT-OF-WAY THROUGH A CIRCULAR CURVE TO THE LEFT, WITH A CENTRAL ANGLE OF 08°52'50", RADIUS OF 1323.31 FEET, LENGTH OF 205.11 FEET AND CHORD OF N76°18'47"W, A DISTANCE OF 204.90 FEET; THENCE N00°45'09"E, A DISTANCE OF 348.27 FEET, TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 1.690 ACRES MORE OR LESS.

AND

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 1(MONUMENTED WITH A 3¼" ALUMINUM CAP PER PLS 2615); THENCE S13°50'11"E, 967.30 FEET TO THE POINT OF BEGINNING OF SAID TRACT, BEING THE NORTHWEST CORNER OF OUTLAW GARAGES CONDOMINIUMS, PHASE 1 (RE-MONUMENTED WITH A 2" ALUMINUM CAP PER PLS 5369);; THENCE N00°45'39"E, 260.87 FEET ALONG THE WEST LINE OF A TRACT OF LAND DESCRIBED IN BOOK 534 OF DEEDS, PAGE 254 TO A 2" ALUMINUM CAP PER PLS 5369; THENCE S89°14'31"E, 199.95 FEET TO A 2" ALUMINUM CAP PER PLS 5369 LYING ON THE EAST LINE OF SAID TRACT DESCRIBED IN BOOK 534 OF DEEDS, PAGE 254; THENCE S00°46'52"W, 1261.06 FEET ALONG SAID EAST LINE TO THE NORTHEAST CORNER OF SAID OUTLAW GARAGES CONDOMINIUMS, PHASE 1 (RE-MONUMENTED WITH A 2" ALUMINUM CAP PER PLS 5369); THENCE N89°11'13"W, 199.85 FEET ALONG THE NORTH LINE OF SAID OUTLAW GARAGES CONDOMINIUMS, PHASE 1 TO THE POINT OF BEGINNING OF SAID TRACT.

SAID TRACT CONTAINS **1.20 ACRES** OF LAND, MORE OR LESS.

BEING A PART OF:

A TRACT OF LAND LOCATED IN THE NW 1/4 OF THE NW 1/4, OF SECTION 1, TOWNSHIP 55 NORTH, RANGE 84 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, SHERIDAN COUNTY, WYOMING, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 1; THENCE ALONG THE NORTH LINE OF SAID SECTION 1, N89°47'29"E A DISTANCE OF 243.55 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTH LINE OF SECTION 1, N89°47'29"E A DISTANCE OF 200.03 FEET; THENCE S00°45'09"W A DISTANCE OF 250.00 FEET; THENCE N89°14'51"W A DISTANCE OF 20.00 FEET; THENCE S00°36'04"W A DISTANCE OF 100.00 FEET; THENCE S89°14'51"E A DISTANCE OF 20.00 FEET; THENCE S00°47'06"W A DISTANCE OF 987.56 FEET, TO A POINT ON A CURVE ON THE RIGHT-OF-WAY LINE OF U.S. HIGHWAY 14/BRUNDAGE LANE; THENCE ALONG SAID RIGHT-OF-WAY THROUGH A CIRCULAR CURVE TO THE LEFT, WITH A CENTRAL ANGLE OF 08°52'50", RADIUS OF 1323.31 FEET, LENGTH OF 205.11 FEET AND CHORD OF N76°18'47"W, A DISTANCE OF 204.90 FEET; THENCE N00°45'09"E, A DISTANCE OF 1288.34 FEET, TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 5.97 ACRES MORE OR LESS.

SECTION III. RESERVATION BY GRANTOR

The Grantor specifically reserves to itself, its successors and assigns all those portions of the 5.97 acres above set out and not otherwise designated as individual units and/or common area as shown on the Plat of Outlaw Garages Condominiums, Phase 1 and 2, as appears on those certain plats recorded and filed in the office of the Clerk and Recorder for Sheridan County, Wyoming on October 10, 2008 at Condominium Drawer 1, pages 11 and May 17, 2013 at Condominium Drawer Q94, pages 18 & 19. Owners of respective units shall have no right, title or interest in and to those portions of the real property described on said plat not otherwise designated as individual units or common areas. Provided always that Grantor, although not obligated, may amend this declaration by the amendment of said plats for the purpose of further development of individual units and common area.

SECTION IV. RESERVATION OF EASEMENT

Grantor reserves to itself, its successors and assigns an easement along, upon, under and across the ground surface of the common area of Outlaw Garages Condominiums, Phase 1 and 2, for ingress, egress, and access for and to that portion of the above described 5.97 acres not subject to or set out on the plat of Outlaw Garages Condominiums, Phase 1 and 2 for vehicle and utility access from Brundage Lane/U.S. Highway 14 to the portions of the 5.97 acres reserved by Grantor.

SECTION V. ALLOCATION OF CONDOMINIUM AREAS

Grantor, in order to establish a plan of condominium ownership for the described properties and improvements, covenants that it divides the real property into the following separate freehold estates:

A. INDIVIDUAL UNITS: The separately designated and legally described fee simple estates, consisting of the spaces or areas contained within the perimeter walls of each garage unit in the structures constructed on the described property, which spaces are defined and referred to as "individual units", as described on Plat of Outlaw Garages Condominiums.

B. COMMON AREA: A fee simple general common estate consisting of the remaining portions of the real property, described and referred to as the "common area and facilities," which definition includes the structures and the property on which it is located, and specifically includes, but is not limited to, the land, roof, main walls, slabs, halls, parking spaces, utility spaces, community facilities, pumps, water system, trees, pavement, pipes, wires, conduits, and ducts, and other public utility lines, as shown on and limited to the Plat of Outlaw Garages Condominiums, Phase 1 and 2.

SECTION VI. DESCRIPTION OF UNITS AND COMMON AREAS

The individual unit spaces established, and which shall be individually conveyed, are described as follows:

> Units 101, 102, 103, 104, 105, 106, 107, 109, 110, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, and 212 of the Outlaw Garages Condominiums, Phase 1 as appears on that certain plat recorded and filed in the office of the Clerk and Recorder for Sheridan County, Wyoming on October 10, 2008 at Condominium Drawer 1, pages 11.
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> Units 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 401, 402, 403, 404, 405, 406, 407, 408, 409, 409, 410, 411, and 412 of the Outlaw Garages Condominiums, Phase 2, as appears on that certain plat recorded and filed in the office of the Clerk and Recorder for Sheridan, County, Wyoming on May 17, 2013, at Condominium Drawer Q1, page 2019

The undivided interest in the common areas and facilities now or hereafter established, and which shall be conveyed with each respective individual unit, is as follows: Appurtenant undivided interest consisting of a share equal to a fraction, the numerator of which is one (1) and the denominator of which is the number in individual unit spaces now or hereafter established by grantor.

SECTION VII. COMMON AREAS AND FACILITIES

The common areas and facilities shall remain undivided; and no 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.

SECTION VIII. UNDIVIDED INTERESTS

Grantor, its successors and assigns, and grantees, covenant that the undivided interests in the common areas and facilities, and the fee titles to the respective individual spaces conveyed with the same, shall not be separated or separately conveyed, and each undivided interest shall be deemed to be conveyed or encumbered with its respective individual space, even though the description in the instrument of conveyance or encumbrance may refer only to the fee title to the individual space.

SECTION IX. DEFINED OWNERSHIP

Grantor establishes a plan for the individual ownership of the real property estates consisting of the area or space contained in each of the individual units in the structures, and the co-ownership by the individual and separate owners, as tenants in common, of all the remaining real property defined and referred to as the "common areas and facilities."
For the purpose of this declaration, the ownership of each individual space shall include the respective owner's undivided interest in the common areas and facilities specified and established in this instrument, and each space together with the undivided interest is defined and referred to as "individual unit", as described and set forth on the respective plats of Phase 1 and Phase 2.

The owners of the respective "units" shall be deemed to own to the undecorated or unfinished surfaces of the perimeter walls, floors, and ceilings surrounding the respective spaces.

SECTION X. 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 of owners, is based on 1 (one) share or 1 (one) vote for each unit.

SECTION XI. RESTRICTION ON USE

The units shall be occupied and used by the respective owners only as a garage. Other than the foregoing obligations, the owner of a respective garage unit shall have the absolute right to lease the unit provided the lease is made subject to the covenants and restrictions contained in this declaration and further subject to the bylaws and regulatory agreement as may be adopted by the association.

SECTION XII. ADMINISTRATION OF PROJECT/OUTLAW GARAGE CONDOMINIUM ASSOCIATION

An owner of a "individual unit," on becoming the owner of a "individual unit," shall automatically be a member of Outlaw Garage Condominium Association, and 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. This association shall be a

Wyoming Unincorporated Nonprofit Association.

All agreements and determinations lawfully made by the association in accordance with the voting percentages established in the by-laws, shall be deemed to be binding on all owners of family units, their successors and assigns.

SECTION XIII. RULES AND REGULATIONS

The owners of units agree that the administration of the condominium shall be in accordance with the provisions of this declaration and the bylaws of the association, as may be amended from time to time, which are made a part by reference thereto, and shall be subject to the terms of a regulatory agreement executed by the association.

Each owner, tenant, or occupant of a unit shall comply with the provisions, of this declaration, the bylaws, decisions, and resolutions of the association or its representative, as lawfully amended from time to time, and failure to comply with any such provisions, decisions, or resolutions, shall be grounds for action to recover damages or to seek injunctive relief.

SECTION XIV. CONTRIBUTION TO COMMON EXPENSES

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 individual unit.

SECTION XV. 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: (1) tax liens on the unit in favor of any assessing unit and special district; and (2) all sums unpaid on the first mortgage of record. Such lien may be foreclosed by suit by the manager or board of directors, acting on behalf of the owners of the units, in like manner as a mortgage of real property. In any such foreclosure, the unit owner shall be required to pay a reasonable rental fee for the unit, if so provided in the bylaws, and the plaintiff in the foreclosure action shall be entitled to the appointment of a receiver to collect the rent. The manager or board of directors, acting on behalf of the owners of the units, shall have power, to bid in 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 expenses. The association shall be entitled to receive and be paid all of its attorney fees and costs incurred in collecting unpaid assessments whether by judicial or other means.

SECTION XVI. 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.

SECTION XVII. ASSESSMENTS; LIABILITY OF SUBSEQUENT GRANTEE

In a voluntary conveyance of a unit, the grantee of the unit shall be jointly and severally liable with grantor for all unpaid assessments by the association against the grantor for the grantor's share of the common expenses up to the time of the grant or conveyance, without prejudice to grantee's right to recover from grantor the amounts paid by grantee for such assessments. However, any such grantee shall be entitled to a statement from the manager or board of directors of the association, as the case may be, setting forth the amount of the unpaid assessments against grantor to the association; and such grantee shall not be liable for, nor shall the unit conveyed be subject to a lien for, any unpaid assessments made by the association against grantor in excess of the amount set forth in the statement.

SECTION XVIII. BLANKET PROPERTY INSURANCE

The board of directors of the association or the management or the agent or manager, shall obtain and continue in effect blanket property insurance in forms and amounts 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. Such insurance shall be in amount sufficient to restore or rebuild the structures and improvements in event of casualty loss. Individual unit owners shall obtain individual unit insurance.

SECTION XIX. INSURANCE PREMIUMS

Insurance premiums for any blanket 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.

SECTION XX. REVOCATION OR AMENDMENT

This declaration shall not be revoked or any of the provisions amended unless 2/3 of the owners and all of the mortgagees of units unanimously agree to such revocation or amendment by recorded instruments.

Provided always that until the date that ⅔ or 66⅔% of the lands described at Section I are developed and sold, Grantor retains and reserves to itself and its successors the right to amend this declaration as to unsold units and as to real property within the description at Section I for purposes of adding individual units and common space to this declaration or changing individual unit configuration as to unsold units, all without impairing the interest of owners of individual units.

This declaration shall be binding upon the Grantor's successors and assigns.

The grantor has executed this declaration this 17 day of May, 2013.

J2, Inc.

By: David Sorenson

Its: President

STATE OF WYOMING)
) ss.
County of Sheridan)

On this 17th day of May, 2013, before me personally appeared David Sorenson, to me personally known, who, being by me duly sworn, did say that he is the President of J2, Inc., and that said instrument was signed on behalf of said corporation by authority of its Board of Directors and said David Sorenson acknowledged said instrument to be the free act and deed of said corporation.

WITNESS MY HAND AND OFFICIAL SEAL

Notary Public

My Commission Expires: 5-13-14

BRIAN T. JOHNSON NOTARY PUBLIC EXP. 5/13/2014 SHERIDAN COUNTY WYOMING