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The Aspens at Solitude Condominium Association
12000 E. Big Cottonwood Canyon Road
Solitude Resort, Brighton, UT 84121

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1996 EAST 6400 SOUTH SUITE 120 SALT LAKE CITY, UT 84121

AMENDMENT TO CONDOMINIUM DECLARATION FOR THE ASPENS AT SOLITUDE CONDOMINIUMS

In Reference to Tax ID Number(s):

**24-27-226-110, 24-27-226-111, 24-27-226-108, 24-27-226-083, 24-27-226-084, 24-27-226-076,
24-27-226-077**

WHEN RECORDED RETURN TO:

The Aspens at Solitude Condominium Association
c/o TwinPeaks Property Management
12000 E Big Cottonwood Canyon Rd
Solitude Resort, Brighton UT 84121

**AMENDMENT TO CONDOMINIUM
DECLARATION FOR THE ASPENS AT
SOLITUDE CONDOMINIUMS**

THIS AMENDMENT (the "Amendment") is made and entered into this 19th day of January, 2024 by the Aspens at Solitude Condominium Association, a Utah non-profit corporation (the "Association"), acting on behalf of all Owners of any portion of the "Real Property" as described below, and amends in part that certain "Condominium Declaration for The Aspens at Solitude Condominiums" recorded February 15, 2008 as Entry No. 10349295 in Book 9570 at Pages 6139 through 6170 inclusive of the Official Records of the Salt Lake County, Utah Recorder's Office (the "Declaration"). This Amendment affects and encumbers the "Real Property" comprising the "Aspens at Solitude Condominiums" (the "Project") located in the Town of Brighton, Salt Lake County, State of Utah, and more particularly described on Exhibit "A" attached hereto and incorporated herein. Capitalized terms used herein shall have the same meaning as in the Declaration, unless another meaning is clearly indicated.

1. Effect of Amendment. All of the Real Property shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, sold, and improved, subject to the terms and conditions of the Declaration as modified, supplemented and clarified by this Amendment. This Amendment amends and supersedes any inconsistent provisions of the Declaration.

2. Amended Record of Survey. Since the recording of the original Declaration and the construction of the initial Units 101, 102, 201 and 202, the remaining two Units 301 and 401 have now been constructed and are now incorporated into the Project. The original Record of Survey attached as Exhibit "B" to the Declaration is hereby amended and superseded by the Record of Survey attached to this Amendment as Exhibit "B" which shall hereafter define and govern the Project, including specifically the location of each Unit within the Project.

3. Definition of Common Elements. The Association shall carry "blanket property insurance" on the Units as contemplated by Utah Code Section 57-8-43. With respect to ordinary maintenance and repairs, the definition of that portion of a Building which constitutes Common Elements as set forth in Section 2.02 (f)(2) and (3) of the Declaration is hereby clarified to provide that except for purposes of the "blanket property insurance" as set forth above, with respect to Units 301 and 401 which are each free standing Units, and which do not share any common walls or other structured elements with any other Unit in the Project, the entirety of the Building comprising Unit 301 and the entirety of the Building comprising Unit 401 shall be deemed the Unit for purposes of ordinary maintenance and repairs, and no portion thereof shall be considered a Common Element of the Project for purposes of ordinary maintenance and repairs.

EXHIBIT "A"

All of Units 101, 102, 201, 202, 301 and 401 of the Aspens at Solitude Estates, according to the "Record of Survey" filed March 19, 2024 with the Salt Lake County, Utah Surveyor, and attached as Exhibit "B" to this Amendment, together with the following described "Common Areas":

(Tax Parcel # 24-27-226-110)

A parcel of land lying in the Northeast Quarter of the Northeast Quarter of Section 27, Township 2 South, Range 3 East, Salt Lake Base and Meridian. Comprising a portion of that parcel described in that certain Special Warranty Deed recorded August 6, 2021, as Entry 13738363, in Book 11218, at Page 5578 of the Salt Lake County Records. Basis of Bearing for subject parcel being South 89°48'56" East 1309.22 feet (measured) between the G.L.O. brass cap monuments monumentalizing the North line of Northeast Quarter of the Northeast Quarter of said Section 27. Subject parcel being more described as follows:

Commencing at the Northwest Corner of the Northeast Quarter of the Northeast Quarter of said Section 27, thence South 23°34'03" West 178.83 feet to the Northwest Corner of the Giles Flat Mining Claim; Thence South 48°02'09" East 450.00 feet coincident with the north line of said mining claim to the True Point of Beginning;

Thence continuing coincident with said north line South 48°02'09" East 93.96 feet; Thence South 33°09'08" West 87.67 feet to the Northwest Corner of the Eagle Springs West Condominium; Thence following eight (8) courses coincident with the westerly and southerly boundary of said Eagle Springs West, 1) South 01°07'51" East 58.42 feet; 2) South 88°52'06" West 5.00 feet; 3) South 01°07'51" East 39.57 feet; 4) North 72°26'08" West 19.67 feet; 5) South 17°33'52" West 39.14 feet; 6) South 72°26'08" East 21.86 feet; 7) South 33°51'15" West 105.76 feet; and 8) South 56°08'45" East 14.16 feet; Thence South 33°51'15" West 71.18 feet; Thence North 63°05'40" West 32.61 feet to a point of curvature; Thence northerly 76.05 feet along the arc of a 75.00 foot radius curve to the right (center bears North 26°54'20" East) through a central angle of 58°05'46" to a point of tangency; Thence North 04°59'54" West 6.24 feet to a point of curvature; thence northerly 32.00 feet along the arc of a 186.00 foot radius curve to the right (center bears North 85°00'06" East) through a central angle of 09°51'30" to a point of tangency; Thence North 04°51'36" East 35.58 feet to a point of curvature; Thence northeasterly 42.39 feet along the arc of a 100.00 foot radius curve to the right (center bears South 85°08'24" East) through a central angle of 24°17'16" to a point of tangency; Thence North 29°08'50" East 272.66 feet to the point of beginning.

LESS AND EXEPTING the following: (Also known as Aspens 401, Tax Parcel 24-27-226-111)

A parcel of land lying in the Northeast Quarter of the Northeast Quarter of Section 27, Township 2 South, Range 3 East, Salt Lake Base and Meridian. Comprising 0.096 acres out of that parcel described in that certain Special Warranty Deed recorded August 6, 2021, as Entry 13738363, in Book 11218, at Page 5578 of the Salt Lake County Records. Basis of Bearing for subject parcel being South 89°48'56" East 1309.22 feet (measured) between the G.L.O. Brass Cap Monuments Monumentalizing the North line of Northeast Quarter of the Northeast Quarter of said Section 27. Subject parcel being more particularly described as follows:

Commencing at the Northwest Corner of the Northeast Quarter of the Northeast Quarter of Section 27, thence South 23°34'03" West 178.83 feet to the Northwest Corner of the Giles Flat Mining Claim; Thence South 48°02'09" East 450.00 feet coincident with the north line of said mining claim; Thence South 14°40'38" East 35.49 feet to the true Point of Beginning:

Thence South 60°48'41" East 8.28 feet; Thence North 29°11'19" East 11.13 feet; Thence South 60°30'50" East 6.75 feet; Thence South 48°59'06" East 46.10 feet; Thence South 25°39'13" East 2.46 feet; Thence South 29°11'19" West 24.76 feet; Thence North 60°48'41" West 15.00 feet; Thence South 29°11'19" West 9.66 feet; Thence North 60°48'41" West 7.36 feet; Thence South

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29°11'19" West 18.33 feet; Thence North 60°48'41" West 3.64 feet; Thence South 29°11'19" West 14.50 feet; Thence North 60°48'41" West 46.67 feet; Thence North 29°08'00" East 39.71 feet; Thence South 60°48'41" East 2.06 feet; Thence North 29°11'19" East 20.82 feet; Thence South 60°48'41" East 8.49 feet; Thence North 29°11'19" East 6.49 feet to the Point of Beginning.

Also, LESS AND EXEPTING (Also known as Aspens 301, Tax Parcel 24-27-226-108)

A parcel of land lying in the Northeast Quarter of the Northeast Quarter of Section 27, Township 2 South, Range 3 East, Salt Lake Base and Meridian. Comprising 0.084 acres out of that parcel described in that certain Special Warranty Deed recorded August 6, 2021, as Entry 13738363, in Book 11218, at Page 5578 of the Salt Lake County Records. Basis of Bearing for subject parcel being South 89°48'56" East 1309.22 feet (measured) between the G.L.O. Brass Cap Monuments Monumentalizing the North line of Northeast Quarter of the Northeast Quarter of said Section 27. Subject parcel being more particularly described as follows:

Commencing at the Northwest Corner of the Northeast Quarter of the Northeast Quarter of Section 27, thence South 23°34'03" West 178.83 feet to the Northwest Corner of the Giles Flat Mining Claim; Thence South 48°02'09" East 450.00 feet coincident with the north line of said mining claim; Thence continuing coincident with said north line South 48°02'09" East 93.96 feet; Thence South 33°09'08" West 87.67 feet to the Northwest Corner of the Eagle Springs West Condominiums; Thence North 25°26'41" West 20.01 feet to the true Point of Beginning:

Thence South 29°11'19" West 15.38 feet; Thence South 60°48'41" East 2.00 feet; Thence South 29°11'19" West 22.12 feet; Thence South 60°48'41" East 9.00 feet; Thence South 29°11'19" West 23.28 feet; Thence North 60°48'41" West 9.00 feet; Thence South 29°11'19" West 2.58 feet; Thence North 60°48'41" West 52.00 feet; Thence North 29°11'19" East 11.65 feet; Thence North 60°48'41" West 5.12 feet; Thence North 29°08'00" East 40.93 feet; Thence South 60°48'41" East 7.16 feet; Thence North 29°11'19" East 10.78 feet; Thence South 60°48'41" East 48.01 feet to the Point of Beginning.

Also, LESS AND EXCEPTING the following: (Also known as The Aspens at Solitude Estates 202, Tax Parcel 24-27-226-083)

A parcel of land lying in the Northeast Quarter of the Northeast Quarter of Section 27, Township 2 South, Range 3 East, Salt Lake Base and Meridian. Basis of Bearing for subject parcel being South 89°48'56" East 1309.22 feet (measured) between the G.L.O. Brass Cap Monuments Monumentalizing the North line of the Northeast Quarter of the Northeast Quarter of said Section 27. Subject parcel being more described as follows:

Commencing at the Northwest Corner of the Northeast Quarter of the Northeast Quarter of said Section 27, and running thence South 23°34'03" West 178.83 feet to the Northwest corner of the Giles Flat Mining Claim; Thence South 48°02'09" East 450.00 feet coincident with the North line of said mining claim; Thence continuing coincident with said North line South 48°02'09" East 93.96 feet; Thence South 33°09'08" West 87.67 feet to the Northwest corner of the Eagle Springs West Condominium; Thence the following four (4) courses coincident with the Westerly and Southerly boundary of said Eagle Springs West: 1) South 01°07'51" East 58.42 feet; 2) South 88°52'06" West 5.00 feet; 3) South 01°07'51" East 39.57 feet; and 4) North 72°26'08" West 19.67 feet; Thence North 49°31'54" West 37.10 feet to the Northeast corner of Unit 202 of The Aspens at Solitude Estates and the true Point of Beginning;

Thence South 24°06'11" West 31.35 feet; thence South 65°53'49" East 5.00 feet; thence South 24°06'11" West 0.50 feet; Thence North 65°53'49" West 60.32 feet; Thence North 24°06'11" East 0.50 feet; Thence South 65°53'49" East 6.16 feet; thence North 24°06'11" East 33.85 feet; thence South 65°53'49" East 25.33 feet; thence North 24°06'11" East 5.61 feet; thence South 65°53'49" East 10.33 feet; thence South 24°06'11" West 8.11 feet; thence South 65°53'49" East 13.50 feet to the point of beginning.

Also, LESS AND EXCEPTING the following: (Also known as The Aspens at Solitude Estates 201, Tax Parcel 24-27-226-084)

A parcel of land lying in the Northeast Quarter of the Northeast Quarter of Section 27, Township 2 South, Range 3 East, Salt Lake Base and Meridian. Basis of Bearing for subject parcel being South 89°48'56" East 1309.22 feet (measured) between the G.L.O. brass cap monuments monumentalizing the North line of the Northeast Quarter of the Northeast Quarter of said Section 27. Subject parcel being more described as follows:

Commencing at the Northwest Corner of the Northeast Quarter of the Northeast Quarter of said Section 27, and running thence South 23°34'03" West 178.83 feet to the Northwest corner of the Giles Flat Mining Claim; Thence South 48°02'09" East 450.00 feet coincident with the North line of said mining claim; Thence continuing coincident with said North line South 48°02'09" East 93.96 feet; Thence South 33°09'08" West 87.67 feet to the Northwest corner of the Eagle Springs West Condominium; Thence the following four (4) courses coincident with the Westerly and Southerly boundary of said Eagle Springs West: 1) South 01°07'51" East 58.42 feet; 2) South 88°52'06" West 5.00 feet; 3) South 01°07'51" East 39.57 feet; 4) North 72°26'08" West 19.67 feet; Thence North 49°31'54" West 37.10 feet to the Northeast corner of Unit 202 of The Aspens at Solitude Estates; Thence the following three (3) courses coincident with the Southeasterly boundary of said Unit 202, 1) South 24°06'11" West 31.35 feet; 2) South 65°53'49" East 5.00 feet; 3) South 24°06'11" West 0.50 feet to the True Point of Beginning;

Thence South 24°06'11" West 0.50 feet; Thence South 24°06'11" West 31.35 feet; Thence North 65°53'49" West 13.50 feet; Thence South 24°06'11" West 8.11 feet; Thence North 65°53'49" West 10.33 feet; Thence North 24°06'11" East 5.61 feet; Thence North 65°53'49" West 25.33 feet; Thence North 24°06'11" East 33.85 feet; Thence North 65°53'49" West 11.16 feet; Thence North 24°06'11" East 0.50 feet; Thence South 65°53'49" East 60.32 feet; to the point of beginning.

Also, LESS AND EXCEPTING the following: (Also known as The Aspens at Solitude Estates 102, Tax Parcel 24-27-226-076)

A parcel of land lying and situate in the Northeast Quarter of Section 27, Township 2 South, Range 3 East, Salt Lake Base and Meridian. Being more particularly described as follows:

Beginning at a point South 09°56'38" East 794.22 feet from the Brass Cap Monument representing the Northwest Corner of the Northeast Quarter of the Northeast Quarter of said Section 27; and running thence North 03°22'17" West 0.50 feet; thence North 86°37'43" East 13.60 feet; thence North 03°22'17" West 33.71 feet; thence North 86°37'43" East 24.41 feet; thence North 03°22'17" West 5.74 feet; thence North 86°37'43" East 11.08 feet; thence South 03°22'17" East 8.63 feet; thence North 86°37'43" East 13.17 feet; thence South 03°22'17" East 31.32 feet; thence South 86°37'43" West 62.26 feet to the Point of Beginning.

Also, LESS AND EXCEPTING the following: (Also known as The Aspens at Solitude Estates 101, Tax Parcel 24-27-226-077)

A parcel of land lying and situate in the Northeast Quarter of Section 27, Township 2 South, Range 3 East, Salt Lake Base and Meridian. Being more particularly described as follows:

Beginning at a point South 09°56'38" East 794.22 feet from the Brass Cap Monument representing the Northwest Corner of the Northeast Quarter of the Northeast Quarter of said Section 27; and running thence North 86°37'43" East 62.26 feet; thence South 03°22'17" East 0.50 feet; thence South 86°37'43" West 5.26 feet; thence South 03°22'17" East 31.51 feet; thence South 86°37'43" West 13.70 feet; thence South 03°22'17" East 8.38 feet; thence South 86°37'43" West 11.14 feet; thence North 03°22'17" West 6.44 feet; thence South 86°37'43" West 24.06 feet; thence North 03°22'17" West 33.45 feet; thence South 86°37'43" West 8.09 feet; thence North 03°22'17" West 0.50 feet to the Point of Beginning.

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EXHIBIT "C"

BYLAWS

OF

**THE ASPENS AT SOLITUDE CONDOMINIUM ASSOCIATION, a Utah
non-profit corporation**

ARTICLE 1.
DEFINITIONS

1.01 Declaration.

As used herein, "Declaration" means the Condominium Declaration for The Aspens at Solitude Condominiums, originally executed by Solitude Development Company, Inc., as Declarant, and recorded as Entry No. 10349295, in Book 9570 at pages 6139-6170, in the official records of the Salt Lake County Recorder on February 15, 2008, as amended, and as may be further amended from time to time. The Aspens at Solitude Condominiums development consists of six units which are Units 101, 102, 201, 202, 301 and 401, separately numbered and individually described and depicted in an Amended Record of Survey Map, duly approved and recorded in the Office of the Salt Lake County Recorder.

1.02 Other Definitions.

Unless otherwise defined herein, all capitalized terms used herein shall have the meanings given to them in the Declaration.

ARTICLE 2.
OFFICES

The Aspens at Solitude Condominium Association (the "Association") is a Utah non-profit corporation, with its principal office located at Twin Peaks Property Management
12000 E. Big Cottonwood Canyon Rd. Solitude Resort
Brighton UT 84121

ARTICLE 3.

VOTING, QUORUM, AND PROXIES

3.01 Voting.

The following provisions shall govern voting of the members of the Association:

(a) Each Unit shall be entitled to one (1) vote, regardless of the number of Owners of the Unit to which Membership is appurtenant. Fractional voting shall not be allowed. If the Owners of a Unit cannot agree among themselves as to how to cast their vote when they are required to cast their vote on a particular matter, they shall lose their right to vote on such matter. If any Owner casts a vote representing a certain Membership, it will thereafter be conclusively presumed for all purposes that the Owner was acting with the authority and consent of all other Owners with whom such Owner

shares the ownership of the Unit, unless objection thereto is made to the chairperson of the meeting at the time the vote is cast. If more than one (1) vote is cast for any particular Unit, none of such votes shall be counted and all of such votes shall be deemed null and void; and

(b) In any election of Trustees to the Executive Board, every Unit shall have one (1) vote. Cumulative voting shall not be allowed in the election of Trustees to the Executive Board or for any other purpose; and

(c) Notwithstanding the foregoing, only Owners of a Unit that are current on payment of Assessments to the Association shall be entitled to vote.

3.02 Quorum.

Subject to and except as otherwise required by law, the Declaration, or the Articles, as amended, the presence in person or by proxy of Owners of Units entitled to vote more than fifty percent (50%) of the total votes of the Owners of Units shall constitute a quorum.

3.03 Proxies.

Votes may be cast in person or by proxy. Every proxy must be executed in writing by the Owner of the Unit or such Owner's 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 the expiration of eleven months from the date of its execution unless otherwise provided in the proxy.

3.04 Majority Vote.

At any meeting of the Owners, if a quorum is present, the affirmative vote of a majority of the Owners of Units represented at the meeting, in person or by proxy, shall be the act of the Owners, unless the vote of a greater number is required by law, the Articles, the Declaration, or these Bylaws.

ARTICLE 4. ADMINISTRATION

4.01 Annual Meeting.

The annual meeting of the Owners shall be held at a time designated by the Executive Board in the month of February in each year, or at such other date designated by the Executive Board, for the purpose of electing trustees and for the transaction of such other business as may come before the meeting. If the election of trustees shall not be held on the date designated herein for the annual meeting of the Owners, or at any adjournment thereof, the Executive Board shall cause the election to be held at a special meeting of the Owners to be convened as soon thereafter as may be convenient. The Executive Board may from time to time by resolution change the date and time for the annual meeting of the Owners.

4.02 Special Meetings.

Except as otherwise prescribed by statute or the Declaration, special meetings of the Owners, for any purpose, may be called by the president or by a majority of the trustees and shall be called by the president at the written request of Owners entitled to vote for at least two Units, such written request to state the purpose or purposes of the meeting and to be delivered to the Executive Board or to the president.

4.03 Place of Meetings.

The Executive Board may designate the Association's principal offices or any place within Salt Lake County, Utah, as the place for any annual meeting or for any special meeting called by the Executive Board.

4.04 Notice of Meeting. Written or printed notice of any meeting of the Owners, stating the place, day, and hour of the meeting and the purpose or purposes for which the meeting is called, shall be delivered personally or by mail to each Owner entitled to vote at such meeting not less than thirty (30) nor more than sixty (60) days before the date of the meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the Owner at such Owner's address as it appears in the office of the Association, with postage thereon prepaid. For the purpose of determining Owners entitled to notice of or to vote at any meeting of the Owners, the Executive Board may set a record date for such determination of Owners, in accordance with the laws of the State of Utah. If requested by the person or persons lawfully calling such meeting, the secretary shall give notice thereof at the expense of the Association.

4.05 Informal Action by Owners.

Any action required or permitted to be taken at a meeting of the Owners may be taken with or without a meeting, if a consent in writing, setting forth the action so taken, shall be signed by the Owners having not less than the minimum voting power that would be necessary to authorize or take the action at a meeting at which all Owners entitled to vote on the action were present and voted.

ARTICLE 5. BOARD OF TRUSTEES

5.01 Number and Election of Trustees.

The Board of Trustees (the "Executive Board") shall consist of three (3) trustees. The initial trustees shall hold office until the election or appointment of their successors at the first annual meeting of the Owners. At the first annual meeting of the Owners, subject to the terms and conditions of Sections 5.02 and 5.03 below, one (1) trustee shall be elected for a one (1) year term, one (1) trustee shall be elected to a two (2) year term, and one (1) trustee shall be elected to a three (3) year term. Thereafter, the term of all trustees shall be three (3) years, and one (1) trustee election shall be held each year at the annual meeting of the Owners. The Executive Board will make appropriate arrangements to accomplish the staggering of terms provided for herein.

5.02 Removal of Trustees. The Owners, by a vote of Owners representing at least sixty-six percent (66%) of all Units represented (in person or by proxy) and entitled to vote at any meeting at which a quorum is present, may remove any trustee, with or without cause.

5.03 Replacement of Trustees.

i. A vacancy on the Executive Board created by the removal, resignation, or death of a trustee may be filled by the remaining members of the Executive Board, or such remaining members of the Executive Board may call a meeting of the Owners, who shall elect a trustee to fill the vacancy.

ii. Any trustee elected or appointed pursuant to this Section 5.03 shall hold office for the remainder of the unexpired term of the trustee who was replaced.

5.04 Resignations.

Any trustee may resign at any time by giving written notice to the president or to the secretary of the Association. Such resignation shall take effect at the time specified therein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

5.05 Regular Meetings.

Regular meetings of the Executive Board may be held without call or formal notice at such places within or outside the State of Utah, and at such times as the Executive Board from time to time by vote may determine. Any business may be transacted at a regular meeting. The regular meeting of the Executive Board for the election of officers and for such other business as may come before the meeting may be held without call or formal notice immediately after, and at the same place as, the annual meeting of Owners, or any special meeting of Owners at which a Executive Board is elected.

5.06 Special Meetings.

Special meetings of the Executive Board may be held at any place within the State of Utah or by telephone, provided that each trustee can hear each other trustee, at any time when called by the president, or by two or more trustees, upon the giving of at least three (3) days' prior notice of the time and place thereof to each trustee by leaving such notice with such trustee or at such trustee's residence or usual place of business, or by mailing it prepaid and addressed to such trustee at such trustee's address as it appears on the books of the Association, or by email or telephone. Notices need not state the purposes of the meeting. No notice of any adjourned meeting of the trustees shall be required.

5.07 Quorum.

A majority of the number of trustees fixed by these Bylaws, as amended from time to time, shall constitute a quorum for the transaction of business, but a lesser number may adjourn any meeting from time to time. When a quorum is present at any meeting, a majority of the trustees in attendance shall, except where a larger number is required by law, by the Articles, by the Declaration, or by these Bylaws, decide any question brought before such meeting.

5.08 Waiver of Notice.

Before, at, or after any meeting of the Executive Board, any trustee may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a trustee at any meeting of the Executive Board shall be a waiver of notice by such trustee except when such trustee attends the meeting for the express purpose of objecting to the transaction of business because the meeting is not lawfully called or convened.

5.09 Informal Action by Trustees.

Any action required or permitted to be taken at a meeting of the trustees may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the trustees entitled to vote with respect to the subject matter thereof. Such consent shall have the same force and effect as a unanimous vote of the trustees.

ARTICLE 6.
OFFICERS AND AGENTS

6.01 General.

The officers of the Association shall be a president, a secretary, and a treasurer. The Executive Board may appoint such other officers, assistant officers, committees, and agents, including assistant secretaries and assistant treasurers, as they may consider necessary or advisable, who shall be chosen in such manner and hold their offices for such terms and have such authority and duties as from time to time may be determined by the Executive Board. One person may hold any two offices, except that no person may simultaneously hold the offices of president and secretary. In all cases where the duties of any officer, agent, or employee are not prescribed by the Bylaws or by the Executive Board, such officer, agent, or employee shall follow the orders and instructions of the president.

6.02 Removal of Officers.

The Executive Board may remove any officer, either with or without cause, and elect a successor at any regular meeting of the Executive Board, or at any special meeting of the Executive Board called for such purpose.

6.03 Vacancies.

A vacancy in any office, however occurring, shall be filled by the Executive Board for the unexpired portion of the term.

6.04 President.

The president shall be the chief executive officer of the Association. The president shall preside at all meetings of the Association and of the Executive Board. The president shall have the general and active control of the affairs and business of the Association and general supervision of its officers, agents, and employees. The president of the Association is designated as the officer with the power to prepare, execute, certify, and record amendments to the Declaration on behalf of the Association.

6.05 Secretary.

The secretary shall:

- i. keep the minutes of the proceedings of the Owners meetings and of the Executive Board meetings;
- ii. see that all notices are duly given in accordance with the provisions of these Bylaws, the Declaration, and as required by law;
- iii. be custodian of the corporate records and of the seal of the Association and affix the seal to all documents when authorized by the Executive Board;
- iv. maintain at the Association's principal offices a record containing the names and registered addresses of all Owners, the designation of the Lot owned by each Owner, and, if such Lot is mortgaged, the name and address of each mortgagee; and
- v. in general, perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to it by the president or by the Executive Board. Assistant secretaries, if any, shall have the same duties and powers, subject to supervision by the secretary.

6.06 Treasurer.

The treasurer shall be the principal financial officer of the Association and shall have the care and custody of all funds, securities, evidences of indebtedness, and other personal property of the Association and shall deposit the same in accordance with the instructions of the Executive Board. The treasurer shall receive and give receipts and acquittances for moneys paid in on account of the Association and shall pay out of the funds on hand all bills, payrolls, and other just debts of the Association of whatever nature upon maturity. The treasurer shall perform all other duties incident to the office of the treasurer and, upon request of the Executive Board, shall make such reports to it as may be required at any time. The treasurer shall, if required by the Executive Board, give the Association a bond in such sums and with such sureties as shall be satisfactory to the Executive Board, conditioned upon the faithful performance of his/her duties and for the restoration to the Association of all books, papers, vouchers, money, and other property of whatever kind in his/her possession or under his/her control belonging to the Association. The treasurer shall have such other powers and perform such other duties as may be from time to time prescribed by the Executive Board or the president. The assistant treasurers, if any, shall have the same powers and duties, subject to the supervision of the treasurer.

ARTICLE 7.
EVIDENCE OF OWNERSHIP, REGISTRATION OF
MAILING ADDRESS, AND LIEN HOLDERS

7.01 Proof of Ownership.

Any person on becoming an Owner of a Unit shall furnish to the Association a photocopy or a certified copy of the recorded instrument vesting that person with an ownership interest in the Unit. Such copy shall remain in the files of the Association.

7.02 Registration of Mailing Address.

If a Unit is owned by two or more Owners, such Owners shall designate one address as the registered address. The registered address of an Owner or Owners of the Unit shall be furnished to the secretary of the Association within ten (10) days after transfer of title, or after a change of address. Such registration shall be in written form and signed by all of the Owners of the Unit or by such persons as are authorized to represent the interests of all Owners of the Unit. If no address is registered or if all of the Owners cannot agree, then the address of the Unit shall be deemed the registered address of the Owner(s), and any notice shall be deemed duly given if delivered to the Unit.

7.03 Liens.

Any Owner who mortgages or grants a mortgage or deed of trust encumbering such Owner's Unit shall give the Association written notice of the name and address of the holder of such mortgage or deed of trust and shall file true, correct, and complete copies of the note and security instrument with the Association.

7.04 Address of the Association.

The address of the Association shall be 12000 E Big Cottonwood Canyon. Such address may be changed by the Executive Board from time to time upon written notice to all Owners of Units and all listed mortgagees.

ARTICLE 8.
AMENDMENTS

8.01 By Trustees.

Except as limited by law, the Articles, the Declaration, or these Bylaws, the Executive Board shall have power to make, amend, and repeal the Bylaws of the Association at any regular meeting of the Executive Board or at any special meeting called for that purpose at which a quorum is represented. If, however, the Owners shall make, amend, or repeal any Bylaw, the trustees shall not thereafter amend the same in such manner as to defeat or impair the object of the Owners in taking such action. Notwithstanding the foregoing, unanimous approval of the trustees shall be required to amend or repeal Sections 5.02 through 5.04 hereof.

8.02 Owners.

Subject to any rights conferred upon holders of a mortgage upon a Unit in the Declaration, the Owners may, by the vote of the holders of at least sixty-six percent (66%) of the votes of the Owners of Units entitled to vote, unless a greater percentage is expressly required by law, the Articles, the Declaration, or these Bylaws, make, alter, amend, or repeal the Bylaws of the Association at any annual meeting or at any special meeting called for that purpose at which a quorum shall be represented. Notwithstanding the foregoing, unanimous approval of the Owners shall be required to amend or repeal Sections 5.02 through 5.04 hereof.

ARTICLE 9.
MISCELLANEOUS

9.01 Fiscal Year.

The fiscal year of the Association shall be such as may from time to time be established by the Executive Board.

9.02 Other Provisions.

The Declaration contains certain other provisions relating to the administration of the Project, which provisions are hereby incorporated herein by reference.

9.03 Officer/Trustee Qualifications.

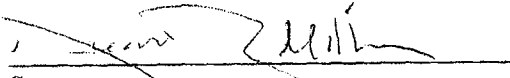
No individual may serve as an officer or trustee of the Association if that individual, or if such individual is associated with an Owner and the Owner associated with that individual, is delinquent in the payment of any dues, fees, Assessments, or the like arising out of the Declaration, these Bylaws, or the Association's Articles of Incorporation. Provided, that nothing in the previous sentence shall require an officer or trustee of the Association to also be an Owner of a Unit within the Project.

[SECRETARY'S CERTIFICATE APPEARS ON THE NEXT PAGE]

SECRETARY'S CERTIFICATE

I, the undersigned and duly elected Secretary of The Aspens at Solitude Condominium Association, a Utah nonprofit corporation (the "Association"), do hereby certify that the foregoing Bylaws were adopted as the Bylaws of the Association to be effective Jan 19,
2024, and that the same do now constitute the Bylaws of the Association.

IN WITNESS WHEREOF, I have hereunto subscribed my name as the Secretary of the Association.


Secretary

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