

00699377 B: 1379 P: 1289

B: 1379 P: 1289 Fee \$81.00

Debbie B. Johnson, Iron County Recorder - Page 1 of 25  
06/20/2017 10:24:39 AM By: JENKINS BAGLEY, PLLC

When Recorded return to:

Bruce C. Jenkins, Esq.  
Jenkins Bagley, PLLC  
285 West Tabernacle  
Suite 301

St. George, UT 84770

Record Against  
real property  
in Exhibit C.

**THIRD AMENDMENT TO  
REPLACEMENT DECLARATION OF CONDOMINIUM  
FOR WHITE BEAR CONDOMINIUMS,  
A CONDOMINIUM PROJECT**

THIS THIRD AMENDMENT TO THE REPLACEMENT DECLARATION OF CONDOMINIUM for WHITE BEAR CONDOMINIUMS ("Third Amendment") of the White Bear Condominium Owners Association, a Utah nonprofit corporation (the "Association") is hereby submitted for recording in the Official Records on file in the Office of the Recorder of Iron County of the State of Utah.

**RECITALS**

WHEREAS, the document entitled Replacement Declaration of Condominium for White Bear Condominiums, dated March 25, 2011, was recorded in the Official Records on file in the Office of the Recorder of Iron County, State of Utah on March 30, 2011, which document has previously been amended by a First Amendment dated May 24, 2011 and duly recorded on May 31, 2011 and by a Second Amendment dated October 14, 2013 and duly recorded on October 18, 2013 (collectively referred to herein as the "Declaration");

WHEREAS, the Owners wish to make certain changes and revisions to the Declaration that will correct certain typographic errors, make other changes for the administrative and operational convenience of the Association and to expressly conform the Declaration to the requirements of the Condominium Ownership Act of the Utah Code as such have been revised or modified since the Declaration, as amended, was adopted; and

WHEREAS, pursuant to Section 16.05 of the Declaration, amendment of the Declaration requires the consent of the Owners holding at least sixty percent (60%) of the Total Votes (as defined in the Declaration) of the Association by instruments duly recorded in the office of the County Recorder of Iron County, State of Utah; and

WHEREAS, Owners holding at least sixty percent (60%) of the Total Votes of the Association have consented and agreed to this Third Amendment, and the amendments to the Declaration set forth herein, by executing and delivering to the Association written consents to the Third Amendment, See Exhibit "A: attached hereto and incorporated herein by this reference.

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. Article III, Section 3.02 "**Description of Buildings and Units.**" as amended by the second amendment dated October 14, 2013 to the Declaration and recorded in the office of the Iron County Recorder, State of Utah on October 18, 2013 (the "Second Amendment"), be and hereby is further amended as follows:

At subsection (b) therein at lines 6 and 10 of said subsection, the references to "Building A" are both changed to read "Building B".

2. Article VI, Section 6.07 "**Prohibition of Damage and Certain Activities.**" of the Declaration is amended at line 2 to change the word "Ares" to "Areas".

3. Article IX Section 9.02(c) "**Annual Budget.**" is amended to read in its entirety as follows:

(c) **Annual Budget.** Annual Assessments shall be determined on a January 1 through December 31 fiscal year basis; provided that the first fiscal year shall begin on the date this Declaration is recorded in Official Records of the Office of the County Recorder of Iron County, State of Utah. On or before December 1 of each fiscal year in which there are Owners other than Declarant, the Association shall prepare or cause to be prepared and furnished to each Owner an operating budget for the upcoming fiscal year. The operating budget for the first fiscal year shall be prepared and furnished to each Owner within 30 days of such Owner's initial purchase. Each budget shall itemize the estimated cash requirements for such fiscal year, anticipated receipts, any reserves, and any deficit or surplus from the prior operating period. The budget shall serve as the supporting documents for the Annual Assessments for the upcoming fiscal year and as the major guideline, under which the Project shall be operated during such annual period.

4. Article IX Section 9.02(d) "**Notice and Payment.**" is amended to read in its entirety as follows:

Except with respect to the first fiscal year, the Association shall notify each Owner as to the amount of the Annual Assessment with respect to his or her Condominium on or before December 15 each year for the fiscal year commencing on January 1 next following. Each Annual Assessment shall be payable in twelve (12) equal monthly installments or payable in four (4) quarterly installments as the Management Committee shall determine, which as so determined shall be due on the first day of each calendar month or quarter, as the case may be, during the fiscal year to which the Assessments relates; provided, however, that the Annual

Assessment for the first fiscal year shall be based upon and shall be payable in equal monthly installments for the balance of such fiscal year remaining after the date of recording hereof. All unpaid installments of any Annual Assessment shall bear interest at the rate of one and one-half percent (1-1/2%) per month (or at such lesser rate equal to the maximum interest rate allowed by applicable law) from the date each such installment is due until paid. The failure of the Association to give timely notice of any Annual Assessment as provided herein shall not be deemed to waive or modify in any respect the provisions of this Declaration, or to release any Owner from the obligation to pay such Assessment or any other Assessment; but the date when the payment shall become due in such case shall be deferred to a date fifteen (15) days after notice of such Assessment shall have been given to the involved Owner.

5. In accordance with the requirements of the Condominium Ownership Act, Title 57, Chapter 8 Section 39 of the Utah Code, as such became effective May 12, 2015, and in order to conform thereto the manner by which the Declaration may be amended, the various provisions in the Declaration that deal with the amendment thereof, in particular Sections 7.07, 9.10, 11.06, 12.05, 13.04 and 14.08 are each hereby modified to read in their respective entireties as follows:

**7.07 Amendment of Article.** To the extent, but only to such extent that an amendment of this Article VII would modify or otherwise affect:

- (i) The undivided interest of each Unit Owner in the Common Areas and Common Facilities, as expressed in the Declaration'
- (ii) Unit boundaries; or
- (iii) Unit Owners' voting rights

any such amendment to this Article VII shall require the consent of all the owners by instruments duly recorded; provided that all Owners shall be deemed to consent to such amendments as may be necessary to establish Fractional shares and such corresponding voting rights as provided herein.

**9.10 Amendment of Article.** To the extent, but only to such extent that an amendment of this Article IX would modify or otherwise affect:

- (iv) The undivided interest of each Unit Owner in the Common Areas and Common Facilities, as expressed in the Declaration'
- (v) Unit boundaries; or
- (vi) Unit Owners' voting rights

any such amendment to this Article IX shall require the consent of all the owners by instruments duly recorded; provided that all Owners shall be deemed to consent to such amendments as may be necessary to establish Fractional shares and such corresponding voting rights as provided herein.

**11.06 Amendment of Article.** To the extent, but only to such extent that an amendment of this Article XI would modify or otherwise affect:

- (vii) The undivided interest of each Unit Owner in the Common Areas and Common Facilities, as expressed in the Declaration'

- (viii) Unit boundaries; or
- (ix) Unit Owners' voting rights

any such amendment to this Article XI shall require the consent of all the owners by instruments duly recorded; provided that all Owners shall be deemed to consent to such amendments as may be necessary to establish Fractional shares and such corresponding voting rights as provided herein.

**12.05 Amendment of Article.** To the extent, but only to such extent that an amendment of this Article XII would modify or otherwise affect:

- (x) The undivided interest of each Unit Owner in the Common Areas and Common Facilities, as expressed in the Declaration'
- (xi) Unit boundaries; or
- (xii) Unit Owners' voting rights

any such amendment to this Article XII shall require the consent of all the owners by instruments duly recorded; provided that all Owners shall be deemed to consent to such amendments as may be necessary to establish Fractional shares and such corresponding voting rights as provided herein.

**13.04 Amendment of Article.** To the extent, but only to such extent that an amendment of this Article XIII would modify or otherwise affect:

- (xiii) The undivided interest of each Unit Owner in the Common Areas and Common Facilities, as expressed in the Declaration'
- (xiv) Unit boundaries; or
- (xv) Unit Owners' voting rights

any such amendment to this Article XIII shall require the consent of all the owners by instruments duly recorded; provided that all Owners shall be deemed to consent to such amendments as may be necessary to establish Fractional shares and such corresponding voting rights as provided herein.

**14.08 Amendment of Article.** To the extent, but only to such extent that an amendment of this Article XIV would modify or otherwise affect:

- (xvi) The undivided interest of each Unit Owner in the Common Areas and Common Facilities, as expressed in the Declaration'
- (xvii) Unit boundaries; or
- (xviii) Unit Owners' voting rights

any such amendment to this Article XIV shall require the consent of all the owners by instruments duly recorded; provided that all Owners shall be deemed to consent to such amendments as may be necessary to establish Fractional shares and such corresponding voting rights as provided herein.

6. Article XIV, Sections **16.11 Appointment of Trustee** and **16.12 Conveyance to Trustee** are hereby amended to read as follows:

**16.11 Appointment of Trustee.** Bruce C. Jenkins, Esq., of Jenkins Bagley, PLLC, 285 W. Tabernacle, Suite 301, St. George, UT 84770 is hereby appointed as trustee for purposes required by Section 57-8-10 of the Condominium Act. The prior appointment made by amendment to the Declaration and recorded October 18, 2013 is hereby revoked.

**16.12 Conveyance to Trustee.** The conveyance to trustee made by amendment to the Declaration and recorded October 18, 2013 is hereby revoked and rescinded. The Units and all improvements to the Units are hereby now conveyed and warranted, pursuant to Sections 57-1-20 and 57-8-45 of the Utah Code Annotated to Bruce C. Jenkins, Esq., with the power of sale for the purpose of securing payment of assessments under the terms of this Declaration.

7. Any capitalized terms not defined herein shall have the meaning and definition ascribed to it in the Declaration, as previously amended.

8. This Third Amendment is executed for the sole purpose of amending certain sections and provisions of the Declaration as set forth above, and does not constitute or in any way operate as an amendment, alteration, release or discharge of any other terms, conditions, rights or obligations as set forth in the Declaration.

9. The real property affected by this Amendment is described on Exhibit "C" attached hereto and incorporated herein by this reference.

10.. Attached as Exhibit "A" hereto and incorporated herein by this reference is a Certificate of Consent (the "Certificate of Consent") executed by the President of the Association wherein such officer affirms that this Amendment was consented and agreed to by Owners holding at least sixty percent (60%) of the Total Votes of the Association. The written consent received by the Association from Owners holding at least sixty percent (60%) of the Total Votes of the Association, in aggregate, are attached to the Certificate of Consent as an exhibit thereto.

*[Signature on Following Page]*

IN WITNESS WHEREOF, this Third Amendment is executed by the undersigned to be effective on this 19<sup>th</sup> day of June, 2017.

ASSOCIATION

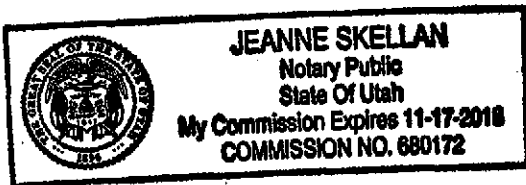
WHITE BEAR CONDOMINIUM OWNERS ASSOCIATION, a Utah nonprofit corporation

By:   
Cal Chamberlain, President

STATE OF Utah

COUNTY OF Washington

On the 19<sup>th</sup> day of June, 2017, personally appeared before me Cal Chamberlain who, being by me duly sworn, did say that he is President of White Bear Condominium Owners Association, a Utah nonprofit corporation, and that the within and foregoing Third Amendment to Replacement Declaration of Condominium for White Bear Condominiums, a Condominium Project, was signed on behalf of said corporation by authority of its Bylaws and/or Resolutions; said person duly acknowledged to me that said corporation executed the same.



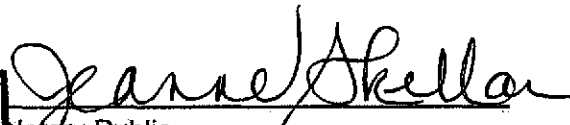
  
Notary Public

EXHIBIT "A"

Certificate of Consent

The undersigned does hereby swear and affirm as follows:

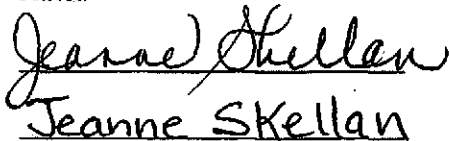
1. I am the acting President of the White Bear Condominiums Owners Association, a Utah nonprofit corporation (the "Association").
2. On or about April 25, 2017 the Association sent, or caused its attorneys to send, to the members of the Association a written communication which, among other things, provided information regarding the proposed Third Amendment to Replacement Declaration of Condominium for White Bear Condominiums (the "Amendment"). The information sent to the members of the Association included a copy of the proposed Amendment and a Written Consent to Amendment of the Replacement Declaration of Condominium for White Bear Condominiums (the "Written Consent").
3. Under the terms of the Replacement Declaration of Condominium for White Bear Condominiums (the "Declaration"), approval of the Amendment required the consent of all members of the Association (as defined in the Declaration) by execution of instruments to be recorded in the Office of the County Recorder of Iron County, State of Utah.
4. The written communication sent to the members of the Association, on or about April 25, 2017, requested that the members of the Association sign the Written Consents and return them to the Association's designated representative, if they did not have any objection to the Amendment. The written communication indicated that Written Consents could be delivered to the Association's designated representative via mail or email. The written communication went on to require that the executed Written Consents be returned to the Association's designated representative by July 24, 2017 in order to be properly considered.
5. As of June 12, 2017, the Association's designated representative received signed Written Consents from members of the Association holding more than sixty percent (60%) of the Total Votes of the Association. All of the signed Written Consents received by the Association's designated representative were delivered to me and the Association's Vice President for verification and all such signed Written Consents are attached as Exhibit "1" hereto and incorporated hereby this reference.
6. Based on the foregoing information, members of the Association holding more than sixty percent (60%) of the Total Votes of the Association have consented and agreed to the Amendment. As such, the Amendment has been properly approved and ratified in accordance with the provisions of the Declaration and the Bylaws of the Association.

Executed this 19<sup>th</sup> day of June, 2017.



Cal Chamberlain, President  
White Bear Condominiums Owners Association

Attest:



[Printed Name]

EXHIBIT "1"

Executed Written Consents



WRITTEN CONSENT TO AMENDMENT OF  
THE REPLACEMENT DECLARATION OF CONDOMINIUM  
FOR WHITE BEAR CONDOMINIUMS

The undersigned Owner of Unit A-1 in the project commonly known as White Bear Condominiums, by signing below, indicates his/her/their consent to amendment of the Replacement Declaration of Condominium for White Bear Condominiums, dated March 25, 2011, as it has been previously amended by Amendments dated May 24, 2011, which was recorded on May 31, 2011, and dated October 14, 2013, which was recorded on October 18, 2013 (all such collectively, the "Declaration") as indicated in the Third Amendment to Replacement Declaration of Condominium for White Bear Condominiums (the "Amendment"). The Amendment changes and amends the provisions of Sections 3.02, 6.07, 7.07, 9.02(c), 9.02(d), 9.10, 11.06, 12.05, 13.04, 14.08, 16.11 and 16.12. This consent is executed in accordance with Section 3.3 of the Bylaws of White Bear Condominiums Owners Association.

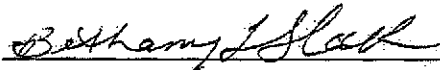
Dated this 12 day of MAY, 2017



Signature

JOHN SLACK

Print Name



Signature

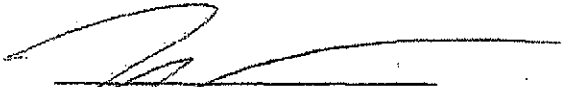
Bethany L. Slack

Print Name

WRITTEN CONSENT TO AMENDMENT OF  
THE REPLACEMENT DECLARATION OF CONDOMINIUM  
FOR WHITE BEAR CONDOMINIUMS

The undersigned Owner of Unit A2 in the project commonly known as White Bear Condominiums, by signing below, indicates his/her/their consent to amendment of the Replacement Declaration of Condominium for White Bear Condominiums, dated March 25, 2011, as it has been previously amended by Amendments dated May 24, 2011, which was recorded on May 31, 2011, and dated October 14, 2013, which was recorded on October 18, 2013 (all such collectively; the "Declaration") as indicated in the Third Amendment to Replacement Declaration of Condominium for White Bear Condominiums (the "Amendment"). The Amendment changes and amends the provisions of Sections 3.02, 6.07, 7.07, 9.02(c), 9.02(d), 9.10, 11.06, 12.05, 13.04, 14.08, 16.11 and 16.12. This consent is executed in accordance with Section 3.3 of the Bylaws of White Bear Condominiums Owners Association.

Dated this 30 day of May, 2017

  
\_\_\_\_\_  
Signature

Todd Lovell  
\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

WRITTEN CONSENT TO AMENDMENT OF  
THE REPLACEMENT DECLARATION OF CONDOMINIUM  
FOR WHITE BEAR CONDOMINIUMS

The undersigned Owner of Unit A7 in the project commonly known as White Bear Condominiums, by signing below, indicates his/her/their consent to amendment of the Replacement Declaration of Condominium for White Bear Condominiums, dated March 25, 2011, as it has been previously amended by Amendments dated May 24, 2011, which was recorded on May 31, 2011, and dated October 14, 2013, which was recorded on October 18, 2013 (all such collectively, the "Declaration") as indicated in the Third Amendment to Replacement Declaration of Condominium for White Bear Condominiums (the "Amendment"). The Amendment changes and amends the provisions of Sections 3.02, 6.07, 7.07, 9.02(c), 9.02(d), 9.10, 11.06, 12.05, 13.04, 14.08, 16.11 and 16.12. This consent is executed in accordance with Section 3.3 of the Bylaws of White Bear Condominiums Owners Association.

Dated this 22 day of May, 2017

  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

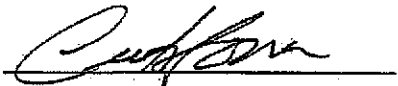
Scott Pisan  
\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

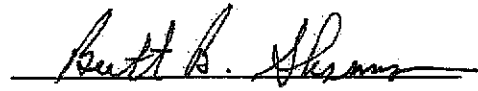
WRITTEN CONSENT TO AMENDMENT OF  
THE REPLACEMENT DECLARATION OF CONDOMINIUM  
FOR WHITE BEAR CONDOMINIUMS

The undersigned Owner of Unit A-8 in the project commonly known as White Bear Condominiums, by signing below, indicates his/her/their consent to amendment of the Replacement Declaration of Condominium for White Bear Condominiums, dated March 25, 2011, as it has been previously amended by Amendments dated May 24, 2011, which was recorded on May 31, 2011, and dated October 14, 2013, which was recorded on October 18, 2013 (all such collectively, the "Declaration") as indicated in the Third Amendment to Replacement Declaration of Condominium for White Bear Condominiums (the "Amendment"). The Amendment changes and amends the provisions of Sections 3.02, 6.07, 7.07, 9.02(c), 9.02(d), 9.10, 11.06, 12.05, 13.04, 14.08, 16.11 and 16.12. This consent is executed in accordance with Section 3.3 of the Bylaws of White Bear Condominiums Owners Association.

Dated this 10 day of MAY, 2017.

  
Signature

CURTIS LOVE  
Print Name

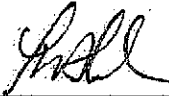
  
Signature

BRETT B. SHANNON  
Print Name

WRITTEN CONSENT TO AMENDMENT OF  
THE REPLACEMENT DECLARATION OF CONDOMINIUM  
FOR WHITE BEAR CONDOMINIUMS

The undersigned Owner of Unit A9 in the project commonly known as White Bear Condominiums, by signing below, indicates his/her/their consent to amendment of the Replacement Declaration of Condominium for White Bear Condominiums, dated March 25, 2011, as it has been previously amended by Amendments dated May 24, 2011, which was recorded on May 31, 2011, and dated October 14, 2013, which was recorded on October 18, 2013 (all such collectively, the "Declaration") as indicated in the Third Amendment to Replacement Declaration of Condominium for White Bear Condominiums (the "Amendment"). The Amendment changes and amends the provisions of Sections 3.02, 6.07, 7.07, 9.02(c), 9.02(d), 9.10, 11.06, 12.05, 13.04, 14.08, 16.11 and 16.12. This consent is executed in accordance with Section 3.3 of the Bylaws of White Bear Condominiums Owners Association.

Dated this 21<sup>st</sup> day of MAY, 2017



Signature



Signature

Thomas A Grosse

Print Name

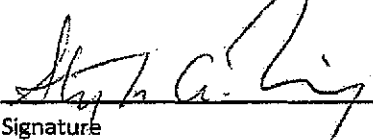
Susan C Grosse

Print Name

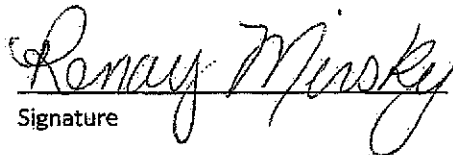
WRITTEN CONSENT TO AMENDMENT OF  
THE REPLACEMENT DECLARATION OF CONDOMINIUM  
FOR WHITE BEAR CONDOMINIUMS

The undersigned Owner of Unit A-10 in the project commonly known as White Bear Condominiums, by signing below, indicates his/her/their consent to amendment of the Replacement Declaration of Condominium for White Bear Condominiums, dated March 25, 2011, as it has been previously amended by Amendments dated May 24, 2011, which was recorded on May 31, 2011, and dated October 14, 2013, which was recorded on October 18, 2013 (all such collectively, the "Declaration") as indicated in the Third Amendment to Replacement Declaration of Condominium for White Bear Condominiums (the "Amendment"). The Amendment changes and amends the provisions of Sections 3.02, 6.07, 7.07, 9.02(c), 9.02(d), 9.10, 11.06, 12.05, 13.04, 14.08, 16.11 and 16.12. This consent is executed in accordance with Section 3.3 of the Bylaws of White Bear Condominiums Owners Association.

Dated this 9 day of May, 2017

  
Signature

STEPHEN A Mirsky  
Print Name

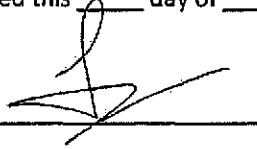
  
Signature

Renay Mirsky  
Print Name

WRITTEN CONSENT TO AMENDMENT OF  
THE REPLACEMENT DECLARATION OF CONDOMINIUM  
FOR WHITE BEAR CONDOMINIUMS

The undersigned Owner of Unit B1 in the project commonly known as White Bear Condominiums, by signing below, indicates his/her/their consent to amendment of the Replacement Declaration of Condominium for White Bear Condominiums, dated March 25, 2011, as it has been previously amended by Amendments dated May 24, 2011, which was recorded on May 31, 2011, and dated October 14, 2013, which was recorded on October 18, 2013 (all such collectively, the "Declaration") as indicated in the Third Amendment to Replacement Declaration of Condominium for White Bear Condominiums (the "Amendment"). The Amendment changes and amends the provisions of Sections 3.02, 6.07, 7.07, 9.02(c), 9.02(d), 9.10, 11.06, 12.05, 13.04, 14.08, 16.11 and 16.12. This consent is executed in accordance with Section 3.3 of the Bylaws of White Bear Condominiums Owners Association.

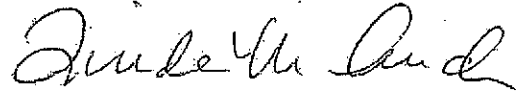
Dated this 25 day of APRIL, 2017



Signature

A. LAGOMARSINI

Print Name



Signature

LINDA M. AUCH

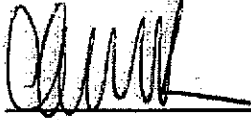
Print Name

[Form of Written Consent]

WRITTEN CONSENT TO AMENDMENT OF  
THE REPLACEMENT DECLARATION OF CONDOMINIUM  
FOR WHITE BEAR CONDOMINIUMS

The undersigned Owner of Unit B3 in the project commonly known as White Bear Condominiums, by signing below, indicates his/her/their consent to amendment of the Replacement Declaration of Condominium for White Bear Condominiums, dated March 25, 2011, as it has been previously amended by Amendments dated May 24, 2011, which was recorded on May 31, 2011, and dated October 14, 2013, which was recorded on October 18, 2013 (all such collectively, the "Declaration") as indicated in the Third Amendment to Replacement Declaration of Condominium for White Bear Condominiums (the "Amendment"). The Amendment changes and amends the provisions of Sections 3.02, 6.07, 7.07, 9.02(c), 9.02(d), 9.10, 11.06, 12.05, 13.04, 14.08, 16.11 and 16.12. This consent is executed in accordance with Section 3.3 of the Bylaws of White Bear Condominiums Owners Association.

Dated this 9 day of MAY, 2017



Signature

Signature

CAR A CHAMBERLAIN

Print Name

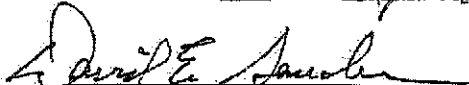
Print Name

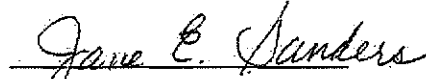


WRITTEN CONSENT TO AMENDMENT OF  
THE REPLACEMENT DECLARATION OF CONDOMINIUM  
FOR WHITE BEAR CONDOMINIUMS

The undersigned Owner of Unit B4 in the project commonly known as White Bear Condominiums, by signing below, indicates his/her/their consent to amendment of the Replacement Declaration of Condominium for White Bear Condominiums, dated March 25, 2011, as it has been previously amended by Amendments dated May 24, 2011, which was recorded on May 31, 2011, and dated October 14, 2013, which was recorded on October 18, 2013 (all such collectively, the "Declaration") as indicated in the Third Amendment to Replacement Declaration of Condominium for White Bear Condominiums (the "Amendment"). The Amendment changes and amends the provisions of Sections 3.02, 6.07, 7.07, 9.02(c), 9.02(d), 9.10, 11.06, 12.05, 13.04, 14.08, 16.11 and 16.12. This consent is executed in accordance with Section 3.3 of the Bylaws of White Bear Condominiums Owners Association.

Dated this 25<sup>th</sup> day of April 2017

  
Signature

  
Signature

DAVID E. SANDERS  
Print Name

Jane E. Sanders  
Print Name

WRITTEN CONSENT TO AMENDMENT OF  
THE REPLACEMENT DECLARATION OF CONDOMINIUM  
FOR WHITE BEAR CONDOMINIUMS

The undersigned Owner of Unit B5 in the project commonly known as White Bear Condominiums, by signing below, indicates his/her/their consent to amendment of the Replacement Declaration of Condominium for White Bear Condominiums, dated March 25, 2011, as it has been previously amended by Amendments dated May 24, 2011, which was recorded on May 31, 2011, and dated October 14, 2013, which was recorded on October 18, 2013 (all such collectively, the "Declaration") as indicated in the Third Amendment to Replacement Declaration of Condominium for White Bear Condominiums (the "Amendment"). The Amendment changes and amends the provisions of Sections 3.02, 6.07, 7.07, 9.02(c), 9.02(d), 9.10, 11.06, 12.05, 13.04, 14.08, 16.11 and 16.12. This consent is executed in accordance with Section 3.3 of the Bylaws of White Bear Condominiums Owners Association.

Dated this 16 day of May, 2017



Signature

\_\_\_\_\_  
Signature

TRAVIS T. WILKINSON

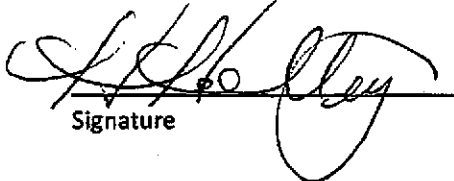
Print Name

\_\_\_\_\_  
Print Name

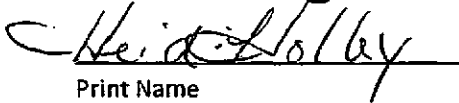
WRITTEN CONSENT TO AMENDMENT OF  
THE REPLACEMENT DECLARATION OF CONDOMINIUM  
FOR WHITE BEAR CONDOMINIUMS

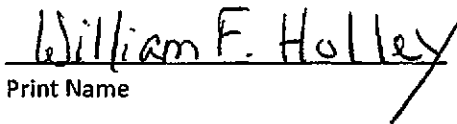
The undersigned Owner of Unit B17 in the project commonly known as White Bear Condominiums, by signing below, indicates his/her/their consent to amendment of the Replacement Declaration of Condominium for White Bear Condominiums, dated March 25, 2011, as it has been previously amended by Amendments dated May 24, 2011, which was recorded on May 31, 2011, and dated October 14, 2013, which was recorded on October 18, 2013 (all such collectively, the "Declaration") as indicated in the Third Amendment to Replacement Declaration of Condominium for White Bear Condominiums (the "Amendment"). The Amendment changes and amends the provisions of Sections 3.02, 6.07, 7.07, 9.02(c), 9.02(d), 9.10, 11.06, 12.05, 13.04, 14.08, 16.11 and 16.12. This consent is executed in accordance with Section 3.3 of the Bylaws of White Bear Condominiums Owners Association.

Dated this 9 day of May, 2017

  
Signature

  
Signature

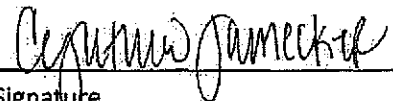
  
Print Name

  
Print Name

WRITTEN CONSENT TO AMENDMENT OF  
THE REPLACEMENT DECLARATION OF CONDOMINIUM  
FOR WHITE BEAR CONDOMINIUMS

The undersigned Owner of Unit B8 in the project commonly known as White Bear Condominiums, by signing below, indicates his/her/their consent to amendment of the Replacement Declaration of Condominium for White Bear Condominiums, dated March 25, 2011, as it has been previously amended by Amendments dated May 24, 2011, which was recorded on May 31, 2011, and dated October 14, 2013, which was recorded on October 18, 2013 (all such collectively, the "Declaration") as indicated in the Third Amendment to Replacement Declaration of Condominium for White Bear Condominiums (the "Amendment"). The Amendment changes and amends the provisions of Sections 3.02, 6.07, 7.07, 9.02(c), 9.02(d), 9.10, 11.06, 12.05, 13.04, 14.08, 16.11 and 16.12. This consent is executed in accordance with Section 3.3 of the Bylaws of White Bear Condominiums Owners Association.

Dated this 9th day of May, 2017

  
Signature

Cynthia Lamecker  
Print Name

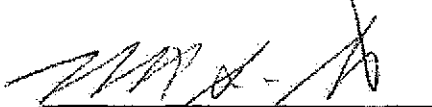
  
Signature

  
Print Name Richard Lamecker

WRITTEN CONSENT TO AMENDMENT OF  
THE REPLACEMENT DECLARATION OF CONDOMINIUM  
FOR WHITE BEAR CONDOMINIUMS

The undersigned Owner of Unit B 109 in the project commonly known as White Bear Condominiums, by signing below, indicates his/her/their consent to amendment of the Replacement Declaration of Condominium for White Bear Condominiums, dated March 25, 2011, as it has been previously amended by Amendments dated May 24, 2011, which was recorded on May 31, 2011, and dated October 14, 2013, which was recorded on October 18, 2013 (all such collectively, the "Declaration") as indicated in the Third Amendment to Replacement Declaration of Condominium for White Bear Condominiums (the "Amendment"). The Amendment changes and amends the provisions of Sections 3.02, 6.07, 7.07, 9.02(c), 9.02(d), 9.10, 11.06, 12.05, 13.04, 14.08, 16.11 and 16.12. This consent is executed in accordance with Section 3.3 of the Bylaws of White Bear Condominiums Owners Association.

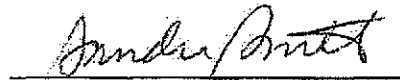
Dated this 9<sup>th</sup> day of June, 2017



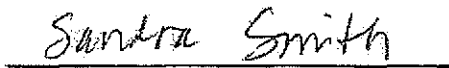
Signature



Signature



Print Name



Print Name

Form: CCR (rev. 08/2012) 4  
Date: May 02, 2017 09:55 AM  
Tel: 360 926 3333

WRITTEN CONSENT TO AMENDMENT OF  
THE REPLACEMENT DECLARATION IN CONNECTION WITH  
FOURTH FLOOR CONDORMINIUM

The undersigned Owner of Unit B10 in the subject commonly known as (North Star) Condominium, by signing below, indicates his/her consent to amendment of the Replacement Declaration of Condominium for North Star Condominium, dated March 23, 2011, as amended by previously approved Amendments dated May 26, 2012, which was recorded on May 22, 2012, and dated October 14, 2013, which was recorded on October 15, 2013 and approved by the "Declaration" as attached in the Third Amendment of Replacement Declaration of Condominium for the North Star Condominium (the "Amendment"). The Amendment changes and amends the provisions sections 1.02, 6.07, 8.03, 8.04, 9.01, 9.02, 10.01, 11.01, 11.02, 11.03, 11.04, 11.05, 11.06 and 11.07. This consent is intended to conform with Section 3.6 of the Rules of the North Star Condominium Owners Association.

Dated this 30 day of May, 2017.

Jessica E. Brewer  
Signature

Linda K. Hiers  
Signature


James E. Brewer  
Print Name

Linda K. Hiers  
Print Name

WRITTEN CONSENT TO AMENDMENT OF  
THE REPLACEMENT DECLARATION OF CONDOMINIUM  
FOR WHITE BEAR CONDOMINIUMS

The undersigned Owner of Unit B11 in the project commonly known as White Bear Condominiums, by signing below, indicates his/her/their consent to amendment of the Replacement Declaration of Condominium for White Bear Condominiums, dated March 25, 2011, as it has been previously amended by Amendments dated May 24, 2011, which was recorded on May 31, 2011, and dated October 14, 2013, which was recorded on October 18, 2013 (all such collectively, the "Declaration") as indicated in the Third Amendment to Replacement Declaration of Condominium for White Bear Condominiums (the "Amendment"). The Amendment changes and amends the provisions of Sections 3.02, 6.07, 7.07, 9.02(c), 9.02(d), 9.10, 11.06, 12.05, 13.04, 14.08, 16.11 and 16.12. This consent is executed in accordance with Section 3.3 of the Bylaws of White Bear Condominiums Owners Association.

Dated this 1st day of May, 2017



Signature

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Signature

Helen Anderson

Print Name

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Print Name

EXHIBIT "B"

Owner  
Unit

A 1  
A 2  
A 7  
A 8  
A 3  
A 4  
A 9  
A 10  
A 5  
A 6  
A 11  
A 12  
B 1  
B 2  
B 7  
B 8  
B 3  
B 4  
B 9  
B 10  
B 5  
B 6  
B 11  
B 12

UNIT NUMBER	SQUARE FOOTAGE OF LIVING AREA	INTEREST IN COMMON AREAS	VOTES (Each vote weighted in accordance with the Unit's undivided interest in the Common Areas. The votes of all Units in aggregate shall total 100%)
AA1	1,245	2.48%	1
AA2	1,168	2.327%	1
AA3	1,168	2.327%	1
AA4	1,245	2.48%	1
AB1	1,880	3.745%	1
AB2	1,878	3.74%	1
AB3	1,878	3.74%	1
AB4	1,880	3.745%	1
AC1	3,179	6.333%	1
AC2	3,200	6.375%	1
AC3	3,200	6.375%	1
AC4	3,179	6.333%	1
BA1	1,245	2.48%	1
BA2	1,168	2.327%	1
BA3	1,168	2.327%	1
BA4	1,245	2.48%	1
BB1	1,880	3.745%	1
BB2	1,878	3.74%	1
BB3	1,878	3.74%	1
BB4	1,880	3.745%	1
BC1	3,179	6.333%	1
BC2	3,200	6.375%	1
BC3	3,200	6.375%	1
BC4	3,179	6.333%	1



**EXHIBIT "C"**

**LEGAL DESCRIPTION**

Parcel 1: Units AA1 – AA4; AB1 - AB4; and AC1 - AC4 of Building A and Units BA1 – BA4; BB1 – BB4; and BC1 – BC4 of Building B, WHITE BEAR CONDOMINIUMS, Brian Head, Utah, as the same is identified in the recorded Survey Map in Iron County, Utah as Entry No. 534302, in Book 1044, at Page 1402, (as said record of Survey Map may have heretofore been amended or supplemented) and in the Declaration of Condominium recorded in Iron County, Utah, as Entry No. 534303, in Book 1044, at Pages 1403-1449 (as said Declaration may have heretofore been amended or supplemented).

Parcel 2: TOGETHER WITH the undivided ownership interest in and to the Common Areas and Facilities which is appurtenant to said Unit as more particularly described in said Declaration (as said Declaration may have heretofore been amended or supplemented).

Parcel Nos.:

A-1200-0AA1-0000	A-1200-0BA1-0000
A-1200-0AA2-0000	A-1200-0BA2-0000
A-1200-0AA3-0000	A-1200-0BA3-0000
A-1200-0AA4-0000	A-1200-0BA4-0000
A-1200-0AB1-0000	A-1200-0BB1-0000
A-1200-0AB2-0000	A-1200-0BB2-0000
A-1200-0AB3-0000	A-1200-0BB3-0000
A-1200-0AB4-0000	A-1200-0BB4-0000
A-1200-0AC1-0000	A-1200-0BC1-0000
A-1200-0AC2-0000	A-1200-0BC2-0000
A-1200-0AC3-0000	A-1200-0BC3-0000
A-1200-0AC4-0000	A-1200-0BC4-0000