

When recorded return to:
Heath H. Snow, Esq.
BINGHAM SNOW & CALDWELL, LLP
253 West St. George Boulevard, Suite 100
St. George, Utah 84770

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

THIS SECOND AMENDMENT TO THE REPLACEMENT DECLARATION OF CONDOMINIUM for WHITE BEAR CONDOMINIUMS ("Amendment") is hereby submitted for recording in the Official Records on file in the Office of the Recorder of Washington County, State of Utah.

RECITALS

WHEREAS, Bankers' Bank of the West Bancorp, Inc., a Colorado corporation (the "Declarant") caused that certain Replacement Declaration of Condominium for White Bear Condominiums, dated March 25, 2011 (the "Declaration") to be recorded in the Official Records on file in the Office of the Recorder of Iron County, State of Utah on March 30, 2011, as Entry No. 00615791, Book 1213, Page 1040; and

WHEREAS, the Declaration includes covenants, conditions and restrictions that are enforceable as equitable servitudes which run with certain real property located in Iron County, State of Utah, commonly known as White Bear Condominiums (hereinafter the "Project"); and

WHEREAS, the Project is more particularly described in the Declaration; and

WHEREAS, the Declaration presently provides that each of the elevators in the Project shall be Limited Common Areas (as defined in the Declaration) reserved for the exclusive use of one particular Unit (as defined in the Declaration), as described in the Declaration; and

WHEREAS, the Owners (as defined in the Declaration) of Units in the Project desire to amend the Declaration as provided herein to change existing provisions of the Declaration that govern and control the status, designation and use of elevators in the Project and to also add new provisions to the Declaration to govern the care, maintenance and repair of elevators in the Project, all as set forth in this Amendment; and

WHEREAS, the Owners also desire to make other changes to the Declaration, as set forth herein, which do not necessarily pertain to the elevators in the Project or the use, care, maintenance or repair thereof; and

WHEREAS, pursuant to Section 16.05 of the Declaration, amendment of the Declaration generally requires the consent of Owners holding at least sixty percent (60%) of the Total Votes (as defined in the Declaration) of the White Bear Condominium Owners Association, a Utah nonprofit corporation (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 Amendment, and the amendments to the Declaration set forth herein, by executing and delivering to the Association written consents to the Amendment. See Exhibit "A" attached hereto and incorporated herein by this reference.

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

1. Section 1.16 of the Declaration is hereby amended to state the following:

1.16 "Limited Common Areas" shall mean any Common Areas designated for use of a certain Unit or Units to the exclusion of the other Units. Structural separations between Units or the space, which would be occupied, by such structural separations may become Limited Common Areas for the exclusive use of the Owner or Owners of the Units on either side thereof as provided in Section 5.03 hereof. Any balconies, porches, or storage facilities that are shown on the Plat as being appurtenant to and accessible from a particular Unit, or which are identified on the Plat with the same number or other designation by which a Unit is identified, shall be Limited Common Areas for the exclusive use of the Owner of the applicable Unit. The elevators in the Building shall be Limited Common Areas of designated Units as set forth in Section 3.02 below.

2. Section 3.02 of the Declaration is hereby amended to state the following:

3.02 Description of Buildings and Units. There will be two (2) Buildings containing a total of twenty-four (24) Units. Each Building will have twelve (12) Units. Each Unit shall have access to a designated ground level garage.

(a) Building A will have four (4) A Units that are each comprised of a garage and living space on the second floor of the Building (such living space and garage aggregately consisting of approximately the area and square footage shown on the Plat) and stairs leading down to the first floor of the Building with additional living space (consisting of approximately the area and square footage shown on the Plat). Building A will have four (4) B Units that are each comprised of a garage on the second floor of the Building (consisting of approximately the area and square footage shown on the Plat) with access to common stairs and living space on the third floor of the Building (consisting of approximately the area and square footage shown on the Plat). Building A will have four (4) C Units that are each comprised of a garage on the first floor of the Building (consisting of approximately the area and square footage shown on the Plat) with access to common stairs and living space on the

00649337 B: 1277 P: 572

fourth and fifth floors of the Building (consisting of approximately the area and square footage shown on the Plat). Units AC1 and AC2 will have exclusive use of the elevator shown on the Plat which is closest to the garages, entrances and living spaces for such Units, and the shaft, interior space, motors and other parts and components comprising such elevator, as Limited Common Area of such Units. Units AC3 and AC4 will have exclusive use of the elevator shown on the Plat which is closest to the garages, entrances and living spaces for such Units, and the shaft, interior space, motors and other parts and components comprising such elevator, as a Limited Common area of such Units. The Units in Building A shall have patios, balconies and storage areas as shown on the Plat.

- (b) Building B will have four (4) A Units that are each comprised of a garage and living space on the second floor of the Building (such living space and garage aggregately consisting of approximately the area and square footage shown on the Plat) and stairs leading down to the first floor of the Building with additional living space (consisting of approximately the area and square footage shown on the Plat). Building A will have four (4) B Units that are each comprised of a garage on the second floor of the Building (consisting of approximately the area and square footage shown on the Plat) with access to common stairs and living space on the third floor of the Building (consisting of approximately the area and square footage shown on the Plat). Building A will have four (4) C Units that are each comprised of a garage on the first floor of the Building (consisting of approximately the area and square footage shown on the Plat) with access to common stairs and living space on the fourth and fifth floors of the Building (consisting of approximately the area and square footage shown on the Plat). Units BC1 and BC2 will have exclusive use of the elevator shown on the Plat which is closest to the garages, entrances and living spaces for such Units, and the shaft, interior space, motors and other parts and components comprising such elevator, as a Limited Common Area of such Units. Units BC3 and BC4 will have exclusive use of the elevator shown on the Plat which is closest to the garages, entrances and living spaces for such Units, and the shaft, interior space, motors and other parts and components comprising such elevator, as a Limited Common area of such Units. The Units in Building B shall have patios, balconies and storage areas as shown on the Plat.

3. The Declaration is hereby amended to include and add Section 4.14 as follows:

4.14 Elevators. The following provisions shall apply to elevators within the Project and the care, maintenance and repair thereof:

- (a) The cost of repair and maintenance of an elevator, and the shaft, interior space, motors and other parts and components comprising such elevator, shall be shared by the Owners to whom use of such elevator is reserved pursuant to Section 3.02. Notwithstanding anything to the contrary in this Declaration,

00649337 B: 1277 P: 573

the Association shall enter into elevator maintenance agreements or contracts for the maintenance, care and repair of any or all elevators within the Project on behalf of the Owners of Units for which use of the elevators is reserved pursuant to Section 3.02. The costs and expenses of any such elevator maintenance agreements or contracts shall be collected by the Association by Specific Assessment against the Units which are entitled to use the elevators that are subject to the maintenance agreements or contracts.

- (b) If an elevator is destroyed or damaged by fire or other casualty, the Association shall restore the elevator, except in circumstances where seventy-five percent (75%) or more of the Project's improvements are destroyed or substantially damaged and the Unit Owners do not elect to repair or reconstruct the affected improvements in accordance with the requirements of Section 11.03(d)(ii) of this Declaration. The costs and expenses to restore an elevator shall be collected by the Association by Specific Assessment against the Units which are entitled to use the subject elevator. If an elevator is restored pursuant to a contract or agreement that also provides for the repair or reconstruction of other improvements to the Project, the Association shall, to the extent possible, separate the costs and expenses for restoration of the elevator from other costs and expenses under such contract or agreement and shall collect the costs and expenses to restore the elevator by Specific Assessment against the Units which are entitled to use the subject elevator.
- (c) The Association shall obtain fire and casualty insurance for the full insurable replacement value of the entire Project, including the elevators within the Project, in accordance with Section 10.01(a). However, the costs and expenses, including premiums and deductibles, for any insurance policy or any endorsement to an insurance policy to provide such coverage for an elevator within the Project shall be paid to the extent possible solely by the Units or Owners to whom use of such elevator is reserved pursuant to Section 3.02. The Association shall collect the costs and expenses for any insurance policy or any endorsement to an insurance policy to provide such coverage for an elevator within the Project by Specific Assessment against the Units which are entitled to use the elevator that is the subject of the policy or endorsement. An Owner that is entitled to use an elevator may obtain additional insurance on or for such elevator in accordance with Section 10.03(b) of this Declaration.
- (d) The Association may establish an adequate reserve to cover the cost of reasonably predictable and necessary repairs and replacements of the elevators within the Project and such reserve may be funded by regular or periodic Specific Assessments against the Units that are entitled to use the elevators.

00649337 B: 1277 P: 574

4. Section 8.01 of the Declaration is hereby amended to state the following:

8.01 Common Areas. The Association, subject to the rights and duties of the Owners as set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Areas and all improvements thereon (including the Common Facilities), and shall keep the same in a good, clean, attractive, safe, and sanitary condition, order, and repair; provided, however, that each Owner shall keep the Limited Common Areas, if any, designated for use in connection with his Unit in a good, clean, safe, sanitary, and attractive condition. The Association shall be responsible for the maintenance and repair of the exterior of the Buildings and the grounds; including without limitation, painting, repair and replacement of exterior trim and roofs, and maintenance of landscape, walkways, and driveways. The Association shall also be responsible for maintenance, repair, and replacement of Common Areas within the Buildings, including without limitation, hallways, utility lines, and all Common Facilities, improvements, and other items located in or used in connection with the Common Areas. Subject to the provisions of Section 4.14, each Owner shall be responsible for maintenance, repair and replacement of Limited Common Areas, if any, designated for use in connection with his Unit, including without limitation balconies, porches, storage facilities and elevators. The specification of duties of the Association with respect to particular Common Areas shall not be construed to limit its duties with respect to other Common Areas as set forth in the first sentence of this Section. All goods and services procured by the Association in performing its responsibilities under this Section shall be paid for with funds from the Common Expense Fund.

5. Section 16.03 of the Declaration is hereby amended to state the following:

16.03 Notices and Registration of Mailing Addresses. Each Owner shall register from time to time with the Association his current mailing address. An Owner may also provide the Association with his current email address and/or cellular phone number. All notices, demands, and other communications to any Owner as provided for in this Declaration shall be written or printed. Notwithstanding anything to the contrary in the Articles of Incorporation or the Bylaws of the Association, notices, demands and other communications to any Owner shall be delivered either personally, by mail, or by electronic means, including text message, email, or by posting in an obvious and prominent place on the Association's website, and such notice will constitute fair and reasonable notice. An Owner wishing not to receive notice by electronic means must notify the Association in writing and must request that the Association provide notice to the Owner by mail only. Any notice, demand or other communication to any Owner delivered by mail shall be sent by certified or registered U.S. mail, return receipt requested, postage prepaid, and addressed to the Owner at his registered mailing address or, if no address has been registered, to the Unit of such Owner. All notices, demands, and other communications to the Association as provided for in this Declaration shall be in writing and shall be sufficient for all purposes if personally delivered or if sent by certified or registered U.S. mail return receipt requested, postage prepaid, and addressed to the Association at its offices at the Project, or at such other address as the Association may hereafter specify to the Owners in writing. Any notice, demand, or other communication under this Declaration shall be deemed to have been given and received and shall be effective when personally delivered, when sent via email or text message, when posted on the Association's website, or when deposited in the U.S. mail in the form provided for in this Section, as the case may be.

00649337 B: 1277 P: 575

6. The Declaration is hereby amended to include Sections 16.11 and 16.12 as follows:

16.11 Appointment of Trustee. S. Eric Wilbanks, Esq., of Bingham Snow & Caldwell, LLP, 253 W. St. George Blvd, Suite 100, St. George, UT 84770 is hereby appointed as trustee for the purposes required by Section 57-8-10 of the Condominium Act.

16.12 Conveyance to Trustee. The Units and all improvements to the Units are hereby conveyed and warranted, pursuant to Sections 57-1-20 and 57-8-45 of the *Utah Code Annotated* to S. Eric Wilbanks, Esq., with the power of sale for the purpose of securing payment of assessments under the terms of this Declaration.

7. Exhibit "B" to the Declaration is hereby deleted in its entirety and replaced with the table attached hereto as Exhibit "B" and incorporated herein by this reference.

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

9. Any capitalized term not defined herein shall have the meaning and definition ascribed to it in the Declaration.

10. This 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.

11. 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 consents 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]

00649337 B: 1277 P: 576

IN WITNESS WHEREOF, this Amendment is executed by the undersigned to be effective on this 14th day of October, 2013.

ASSOCIATION:

WHITE BEAR CONDOMINIUM OWNERS ASSOCIATION, a Utah nonprofit corporation

By: *Dan Godec*
Dan Godec, President

STATE OF Colorado)
COUNTY OF Eagle) :ss

On the 14th day of October, 2013, personally appeared before me Dan Godec 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 Second 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.

KRISTIN CECIL
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20134006936
MY COMMISSION EXPIRES FEBRUARY 6, 2017

Kristin Cecil
NOTARY PUBLIC

EXHIBIT "A"
Certificate of Consent

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 September 16, 2013, the Association sent, or caused its attorneys to send, to the members of the Association a letter which, among other things, provided information regarding the proposed Second 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 members of the Association holding at least sixty percent (60%) of the Total Votes (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 letter sent to the members of the Association, on or about September 16, 2013, requested that the members of the Association sign the Written Consents and return them to the Association's attorneys, if they did not have any objection to the Amendment. The letter indicated that Written Consents could be delivered to the Association's attorneys via mail, email or facsimile. The letter went on to require that the executed Written Consents be returned to the Association's attorneys by October 7, 2013 in order to be properly considered.

5. As of October 7, 2013, the Association's attorneys received signed Written Consents from members of the Association holding seventy nine and one hundred sixty one thousandths percent (79.161%) of the Total Votes of the Association. All of the signed Written Consents received by the Association's attorneys were delivered to me and the Association's Secretary for verification and all such signed Written Consents are attached as Exhibit "1" hereto and incorporated herein by this reference.

6. Based on 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 9th day of October, 2013.



Dan Godec, President, White Bear
Condominiums Owners Association

Attest:



Kristin Cecil, Secretary White Bear
Condominiums Owners Association


EXHIBIT "1"

Executed Written Consents

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

The undersigned Owner of Unit AS 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 (the "Declaration") as indicated in the Second Amendment to Replacement Declaration of Condominium for White Bear Condominiums (the "Amendment"). The Amendment changes and amends the provisions of Sections 1.16, 3.02, 8.01 and 16.03 of the Declaration. The Amendment also replaces Exhibit "B" to the Declaration to clarify the voting rights of the members of the White Bear Condominiums Owners Association (the "Association"). In addition, the Amendment adds new provisions to the Declaration, namely the provisions of the newly added Sections 4.14, 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 OCTOBER, 2013.



Signature

Signature

Paul D. Harrison, SUP

Print Name
BONKERS' BANK OF THE WEST

Print Name

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

The undersigned Owner of Unit A6 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 (the "Declaration") as indicated in the Second Amendment to Replacement Declaration of Condominium for White Bear Condominiums (the "Amendment"). The Amendment changes and amends the provisions of Sections 1.16, 3.02, 8.01 and 16.03 of the Declaration. The Amendment also replaces Exhibit "B" to the Declaration to clarify the voting rights of the members of the White Bear Condominiums Owners Association (the "Association"). In addition, the Amendment adds new provisions to the Declaration, namely the provisions of the newly added Sections 4.14, 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 October, 2013.



Signature

Signature

Paul D. Harrison, SUP

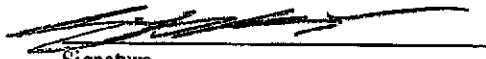
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BANKERS' BANK OF THE WEST

Print Name

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

The undersigned Owner of Unit _____ 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 (the "Declaration") as indicated in the Second Amendment to Replacement Declaration of Condominium for White Bear Condominiums (the "Amendment"). The Amendment changes and amends the provisions of Sections 1.16, 3.02, 8.01 and 16.03 of the Declaration. The Amendment also replaces Exhibit "B" to the Declaration to clarify the voting rights of the members of the White Bear Condominiums Owners Association (the "Association"). In addition, the Amendment adds new provisions to the Declaration, namely the provisions of the newly added Sections 4.14, 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 4 day of October, 2013.



Signature

Signature

STAN CAMBER

Print Name


Print Name


Written Consent to Amendment of the Replacement Declaration of Condominium
for White Bear Condominiums

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

The undersigned Owner of Unit A8 in the project commonly known as White Bear Condominiums, by signing below, indicates his/her consent to amendment of the Replacement Declaration of Condominium for White Bear Condominiums, dated March 25, 2011 (the "Declaration") as indicated in the Second Amendment to Replacement Declaration of Condominium for White Bear Condominiums (the "Amendment"). The Amendment changes and amends the provisions of Sections 1.16, 3.02, 8.01 and 16.07 of the Declaration. The Amendment also replaces Exhibit "B" to the Declaration to clarify the voting rights of the members of the White Bear Condominiums Owners Association (the "Association"). In addition, the Amendment adds new provisions to the Declaration, namely the provisions of the newly added Sections 4.14, 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 7 day of October, 2013.


Signature


Signature

CURTIS LOVE
Print Name

Brett Shannon
Print Name

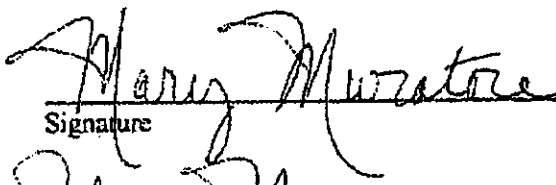
**WRITTEN CONSENT TO AMENDMENT OF
THE REPLACEMENT DECLARATION OF CONDOMINIUM
FOR WHITE BEAR CONDOMINIUMS**

The undersigned Owner of Unit A10 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 (the "Declaration") as indicated in the Second Amendment to Replacement Declaration of Condominium for White Bear Condominiums (the "Amendment"). The Amendment changes and amends the provisions of Sections 1.16, 3.02, 8.01 and 16.03 of the Declaration. The Amendment also replaces Exhibit "B" to the Declaration to clarify the voting rights of the members of the White Bear Condominiums Owners Association (the "Association"). In addition, the Amendment adds new provisions to the Declaration, namely the provisions of the newly added Sections 4.14, 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 October, 2013.


Signature

TERRY L. MURATORE
Print Name


Signature

Mary Muratore
Print Name

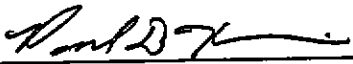
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Written Consent to Amendment of the Replacement Declaration of Condominium
for White Bear Condominiums

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

The undersigned Owner of Unit A-11 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 (the "Declaration") as indicated in the Second Amendment to Replacement Declaration of Condominium for White Bear Condominiums (the "Amendment"). The Amendment changes and amends the provisions of Sections 1.16, 3.02, 8.01 and 16.03 of the Declaration. The Amendment also replaces Exhibit "B" to the Declaration to clarify the voting rights of the members of the White Bear Condominiums Owners Association (the "Association"). In addition, the Amendment adds new provisions to the Declaration, namely the provisions of the newly added Sections 4.14, 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 OCTOBER, 2013.



Signature

Signature

PAUL D. HARRISON, SUP

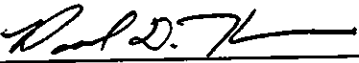
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BANKERS' BANK OF THE WEST

Print Name

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

The undersigned Owner of Unit A-12 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 (the "Declaration") as indicated in the Second Amendment to Replacement Declaration of Condominium for White Bear Condominiums (the "Amendment"). The Amendment changes and amends the provisions of Sections 1.16, 3.02, 8.01 and 16.03 of the Declaration. The Amendment also replaces Exhibit "B" to the Declaration to clarify the voting rights of the members of the White Bear Condominiums Owners Association (the "Association"). In addition, the Amendment adds new provisions to the Declaration, namely the provisions of the newly added Sections 4.14, 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 OCTOBER, 2013.



Signature

Signature

PAUL D. HARRISON, SUP


Print Name
BANKERS BANK of the WEST

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 (the "Declaration") as indicated in the Second Amendment to Replacement Declaration of Condominium for White Bear Condominiums (the "Amendment"). The Amendment changes and amends the provisions of Sections 1.16, 3.02, 8.01 and 16.03 of the Declaration. The Amendment also replaces Exhibit "B" to the Declaration to clarify the voting rights of the members of the White Bear Condominiums Owners Association (the "Association"). In addition, the Amendment adds new provisions to the Declaration, namely the provisions of the newly added Sections 4.14, 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 7 day of OCTOBER, 2013.



Signature

Linda M. Auch

Print Name

A. LABODARINI

Signature

LINDA M. AUCH

Print Name

**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 (the "Declaration") as indicated in the Second Amendment to Replacement Declaration of Condominium for White Bear Condominiums (the "Amendment"). The Amendment changes and amends the provisions of Sections 1.16, 3.02, 8.01 and 16.03 of the Declaration. The Amendment also replaces Exhibit "B" to the Declaration to clarify the voting rights of the members of the White Bear Condominiums Owners Association (the "Association"). In addition, the Amendment adds new provisions to the Declaration, namely the provisions of the newly added Sections 4.14, 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 29 day of September, 2013.



Signature



Signature

CHARLES CHAMBERLAIN

Print Name

CHARLENE CHAMBERLAIN

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 (the "Declaration") as indicated in the Second Amendment to Replacement Declaration of Condominium for White Bear Condominiums (the "Amendment"). The Amendment changes and amends the provisions of Sections 1.16, 3.02, 8.01 and 16.03 of the Declaration. The Amendment also replaces Exhibit "B" to the Declaration to clarify the voting rights of the members of the White Bear Condominiums Owners Association (the "Association"). In addition, the Amendment adds new provisions to the Declaration, namely the provisions of the newly added Sections 4.14, 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 24 day of Sept, 2013.



Signature

Signature

Jason Pierce


Print Name

Print Name

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

The undersigned Owner of Unit B-5 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 (the "Declaration") as indicated in the Second Amendment to Replacement Declaration of Condominium for White Bear Condominiums (the "Amendment"). The Amendment changes and amends the provisions of Sections 1.16, 3.02, 8.01 and 16.03 of the Declaration. The Amendment also replaces Exhibit "B" to the Declaration to clarify the voting rights of the members of the White Bear Condominiums Owners Association (the "Association"). In addition, the Amendment adds new provisions to the Declaration, namely the provisions of the newly added Sections 4.14, 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 OCTOBER, 2013.


Signature

Signature

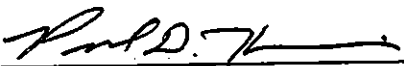
Paul D. HARRISON
Print Name
BANKERS' BANK of THE WEST

Print Name

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

The undersigned Owner of Unit B-6 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 (the "Declaration") as indicated in the Second Amendment to Replacement Declaration of Condominium for White Bear Condominiums (the "Amendment"). The Amendment changes and amends the provisions of Sections 1.16, 3.02, 8.01 and 16.03 of the Declaration. The Amendment also replaces Exhibit "B" to the Declaration to clarify the voting rights of the members of the White Bear Condominiums Owners Association (the "Association"). In addition, the Amendment adds new provisions to the Declaration, namely the provisions of the newly added Sections 4.14, 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 OCTOBER, 2013.



Signature

Signature

Paul D. HARRISON

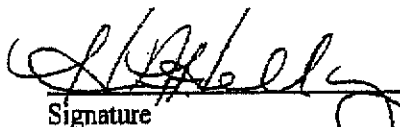
Print Name
BANKERS' BANK OF THE WEST

Print Name

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

The undersigned Owner of Unit B7 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 (the "Declaration") as indicated in the Second Amendment to Replacement Declaration of Condominium for White Bear Condominiums (the "Amendment"). The Amendment changes and amends the provisions of Sections 1.16, 3.02, 8.01 and 16.03 of the Declaration. The Amendment also replaces Exhibit "B" to the Declaration to clarify the voting rights of the members of the White Bear Condominiums Owners Association (the "Association"). In addition, the Amendment adds new provisions to the Declaration, namely the provisions of the newly added Sections 4.14, 16.11 and 16.12. This Consent is executed in accordance with Section 3.3 of the Bylaws of White Bear Condominiums Owners Association.

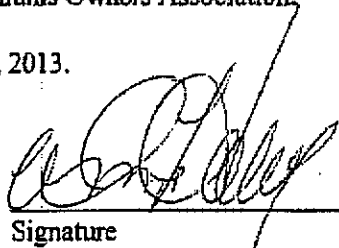
Dated this 10 day of October, 2013.



Signature

Heid. A. Holley

Print Name



Signature

Wm. Holley

Print Name

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

The undersigned Owner of Unit B9 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 (the "Declaration") as indicated in the Second Amendment to Replacement Declaration of Condominium for White Bear Condominiums (the "Amendment"). The Amendment changes and amends the provisions of Sections 1.16, 3.02, 8.01 and 16.03 of the Declaration. The Amendment also replaces Exhibit "B" to the Declaration to clarify the voting rights of the members of the White Bear Condominiums Owners Association (the "Association"). In addition, the Amendment adds new provisions to the Declaration, namely the provisions of the newly added Sections 4.14, 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 4th day of October, 2013.

Quality Auto Sales, LLC FBO
Signature Heidi Anderson

Signature

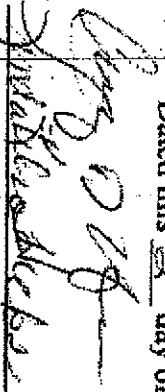
Quality Auto Sales, LLC FBO
Print Name Heidi Anderson

Print Name

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

The undersigned Owner of Unit B10 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 (the "Declaration") as indicated in the Second Amendment to Replacement Declaration of Condominium for White Bear Condominiums (the "Amendment"). The Amendment changes and amends the provisions of Sections 1.16, 3.02, 8.01 and 16.03 of the Declaration. The Amendment also replaces Exhibit "B" to the Declaration to clarify the voting rights of the members of the White Bear Condominiums Owners Association (the "Association"). In addition, the Amendment adds new provisions to the Declaration, namely the provisions of the newly added Sections 4.14, 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 8 day of October, 2013.


 Signature
Linda Kessl Hanks

Linda Kessl Hanks
 Print Name


 Signature
James E Brewer

James E Brewer
 Print Name

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

The undersigned Owner of Unit B.11 in the project commonly known as White Bear Condominiums, by signing below, indicates his/het/their consent to amendment of the Replacement Declaration of Condominium for White Bear Condominiums, dated March 25, 2011 (the "Declaration") as indicated in the Second Amendment to Replacement Declaration of Condominium for White Bear Condominiums (the "Amendment"). The Amendment changes and amends the provisions of Sections 1.16, 3.02, 8.01 and 16.03 of the Declaration. The Amendment also replaces Exhibit "B" to the Declaration to clarify the voting rights of the members of the White Bear Condominiums Owners Association (the "Association"). In addition, the Amendment adds new provisions to the Declaration, namely the provisions of the newly added Sections 4.14, 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 OCTOBER, 2013.



Signature

Signature

Paul D. WATSON, SUP


Print Name
BANKERS' BANK OF THE WEST

Print Name

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

The undersigned Owner of Unit B-12 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 (the "Declaration") as indicated in the Second Amendment to Replacement Declaration of Condominium for White Bear Condominiums (the "Amendment"). The Amendment changes and amends the provisions of Sections 1.16, 3.02, 8.01 and 16.03 of the Declaration. The Amendment also replaces Exhibit "B" to the Declaration to clarify the voting rights of the members of the White Bear Condominiums Owners Association (the "Association"). In addition, the Amendment adds new provisions to the Declaration, namely the provisions of the newly added Sections 4.14, 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 OCTOBER, 2013.


Signature

Signature

PAUL D. HARRISON, SUP
Print Name
BANKERS' BANK OF THE WEST

Print Name

EXHIBIT "B"

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