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Rhonda Francis Summit County Recorder

12/23/2022 10:15:43 AM Fee \$432.00

By US TITLE INSURANCE AGENCY

Electronically Recorded

When Recorded Return to:

Lodge at Westgate PC Resort and Spa Assoc  
Suite H Box 124

6300 Sagewood Drive

Park City, UT 84098

**FOURTH AMENDMENT TO EXHIBIT C**

**THE BYLAWS**

**TO THE**

**DECLARATION OF CONDOMINIUM**

**AND DECLARATIONS OF COVENANTS,**

**CONDITIONS AND RESTRICTIONS**

**FOR**

**THE LODGE AT WESTGATE PARK CITY**

**RESORT & SPA,**

**A CONDOMINIUM IN SUMMIT COUNTY, UTAH**

(property description and condominium tax identification numbers attached)

**FOURTH AMENDMENT TO THE BYLAWS**

**FOR**

**THE LODGE AT WESTGATE PARK CITY RESORT & SPA,**

**A CONDOMINIUM**

**\* \* \***

This Fourth Amendment to Bylaws for The Lodge at Westgate Park City Resort & Spa, a Condominium, is made this 15<sup>th</sup> day of December, 2022, by The Lodge at Westgate Park City Resort & Spa, a Condominium Project in Summit County, Utah.

**WITNESSETH:**

**WHEREAS**, the Bylaws, having been recorded as Exhibit C to the Declaration of Condominium and Declarations of Covenants, Conditions and Restrictions for The Lodge at Westgate Park City Resort & Spa, which is situated in Summit County, Utah, recorded at Entry Number 00818013, BK 1874, PG 0449 of the Records of the Summit County Recorder's Office, and,

**WHEREAS**, pursuant to Article 7. of the Bylaws, the Board of Directors of the Association may amend as necessary the Bylaws of the Association; and

**WHEREAS**, the Board of Directors of the Association, having determined that it is appropriate to amend the Bylaws as set forth below:

**NOW, THEREFORE**, the Bylaws are amended as follows:

Pursuant to Section 4.2(d) of the Bylaws, and as an amendment to the Bylaws and the Rules and Regulations, the Board of Directors hereby enacts the following rules and regulations pertaining to construction of units:

**THE LODGE AT WESTGATE REMODEL REQUEST (3000 Canyons  
Resort Drive)**

**APPLICATION REQUIRED** along with **DEPOSIT** if Job Exceeds over \$3,000 or includes Electrical/Plumbing/Structural wall impact scope of work. Jobs under \$3,000 or if you only have a Furniture/Appliance delivery does not require an Application but **WILL REQUIRE** a 24 HOUR NOTICE communication note through the Westgate portal giving details of arrival time. Please return signed completed application or communication note to Westgate Portal:

**By completing application, I agree to allow Westgate to charge a refundable \$500 deposit to my credit Card on file.**

Unit	
Owner Phone Number	
Email	
Building Permit # If Required	
Contractor Name	
Contractor Phone Number	
Contractor License # Required for Jobs over \$3,000	
Sub Contractor #1 Name	
Sub Contractor #1 Phone Number	
Sub Contractor #2 Name	
Sub Contractor #2 Phone Number	
Sub Contractor #3 Name	
Sub Contractor #3 Phone Number	
Anticipated Start Date of Remodel	
Anticipated End Date of Remodel	

Description of Remodel

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Item/Office USE Only	RESPONSE	Date
Deposit Received (Amount)		
Building permit if applicable (Yes/No)		
Building Engineer Approval to Proceed (Yes/No)		
Amount of Deposit Returned		
Violation #1		
Violation #2		

## WESTGATE REMODELING AND CONSTRUCTION RULES

The following Remodeling Rules for Westgate are intended to create a uniform operating code that will ensure best practices are followed anytime a construction project is undertaken by an individual owner of property in Westgate. Every owner of Westgate unit is entitled to the care and respect of their personal interests and investment. In turn, all owners are asked to assist by demonstrating their care and respect by sharing in the responsibility to maintain the integrity of work performed within their respective unit(s).

**ONLY THE OWNER OF RECORD OF PROPERTY IN WESTGATE OR THEIR PROPERTY MANAGER CAN INITIATE ANY KIND OF REMODELING OR CONSTRUCTION WORK WITHIN THEIR UNIT. THE OWNER WHO HAS HIRED CONTRACTORS TO PERFORM CONSTRUCTION AND/OR REMODELING SERVICES TO HIS/HER UNIT(S) IS SOLELY RESPONSIBLE FOR THE CONDUCT OF HIS/HER CONTRACTOR AND SUCH CONTRACTOR'S ADHERENCE TO THESE RULES AND ALL OTHERS GOVERNING APPLICABLE BEHAVIOR AT WESTGATE, INCLUDING ITS BY-LAWS, CC&RS, POSTED SIGNS, OTHER RULES AND POLICIES, APPLICABLE LAW, AND AMENDMENTS TO THE FOREGOING. THE OWNER WILL BE LIABLE FOR THE ACTS AND OMISSIONS OF HIS/HER CONTRACTORS, INCLUDING, WITHOUT LIMITATION FOR PROPERTY DAMAGE OR PERSONAL INJURY.**

These rules outline the expectations for you and your contractor's conduct before, during and at the conclusion of construction or remodeling, the violation of which by you or your contractor will result in fines and possibly other liabilities and damages, for which the Owner will be responsible.

1. Prior to engaging in any painting, flooring replacement, construction or other remodel, the Owner is required to remit a five hundred dollar (\$500) refundable construction deposit to cover potential costs of damages to, and cleanup of, common areas during, or resulting from, construction or remodel. The deposit will be taken via the Credit Card on file by owner from Westgate Accounting. The amount will be refunded to the same credit card if there are no violations and following a final inspection meeting with the Building Engineer employed by the WESTGATE.
2. Throughout the construction, all Contractors must be escorted by Owners or by their property managers unless prior arrangements have been made with the Director of Engineering.
3. All Contractors will be given a badge to wear while on site. Contractors will be required to check in with Security daily to obtain a badge and receive a key to access the unit. Badges must be worn at all times on the premises and to be returned to Security prior to leaving the premises at the end of each day. Contractors are not allowed to use key access cards belonging to the Owners or Property Managers.
4. All Contractors will park in designated parking spots and only park outside the loading dock with permission on a temporary basis for loading and unloading.
5. Owners shall advise of all furniture and appliance deliveries ahead of time by contacting sending an email through the Westgate Owner portal.
6. All Contractors shall not store any construction waste in the hallways and haul all construction debris off site. Contractors are not permitted to dispose of any material or debris in the trash cans on each floor or in any Westgate dumpster containers. If trash

cans are used resulting in the necessity of an extra pickup, the extra pickup charge will be deducted from the owner's deposit. The Owner is responsible to inform and ensure compliance by their Contractors.

7. Drop cloths or a protective covering shall be used in the hallways when workers are present. They must cover the traffic areas and provide protection of carpeting. They must be removed at the end of each workday, and hallways must be left in a clean condition and vacuumed if necessary (by 5:00 pm). The Owner is responsible to ensure that all contractors do not damage, soil or trash any common areas. This includes condo doors, loading entrances, lobbies, hallways, elevators, and parking garage. In the event that additional cleaning needs to be performed or damage repaired, the Unit owner will be charged for these expenses. In the event these violations exceed the amount tendered for the construction deposit, the owner will be assessed the full amount owing based on the violations.
8. Under no circumstances is construction noise of any kind permitted before 10 a.m. and after 6 p.m. Construction may only be undertaken Monday through Saturday. No construction of any kind is permitted on Sunday or holidays.
9. The Owner is to inform contractors that all work and construction must take place inside each condo and that no staging of work is to take place in any common area. If such is required, contractors are to be informed that such work is to be performed in their shop and brought to the premises.
10. Owners or contractors are not permitted to store furniture and construction materials in any parking stalls.
11. The Owner or their contractors are required to obtain applicable building permits from the building department from Summit County that is required. Summit County Utah requires a Building Permit for the construction, enlargement, alteration, repair, movement, improvement, removal, conversion, or demolition of any building or structure.
12. Common pipes and drains may be located inside of condo interior walls. However, relocating or making modifications to those portions of interior walls containing common pipes, plumbing, waste systems or lines, or to exterior walls, or drilling into concrete floors is strictly prohibited with very limited exception. In the event that an owner deems it desirable to either move or remove walls that contain common water supply lines, the owner must submit a written request to Westgate Engineering. The written request must be accompanied by detailed drawings of the requested changes. Westgate Engineering will review the request for approval. Following approval, the owner will be responsible for all charges required to make the change including but not limited to water shut off. All water shut off will be executed by Westgate Engineering.
13. Fines will be assessed at cost to clean up and repair damage. Fines above the construction deposit will be itemized on the applicable resident's monthly homeowners' association dues invoice. The Association reserves the right to collect such fines and enforce suspensions by any rights and remedies available to the Association under this policy, at law, or in equity. Unpaid fines shall be subject to reasonable collection costs, including attorneys' fees and collection agency fees, and the 1.5% monthly interest rate specified by the Declaration. If the Association brings a legal action in a court of competent jurisdiction to enforce the collection of the fines or suspensions under this

policy and prevails, the resident shall be liable for the judgment and all reasonable costs, fees, and expenses of the Association in bringing such action, including attorneys' fees and court costs.

14. Westgate has the right to tell a contractor to leave property for non-compliance.

I have read the attached Westgate Remodeling and Construction Rules and agree to abide by them, that I and my licensed contractors are responsible for any damage to the Common Areas, to clean-up all dust and debris daily in any Common Area, to remove all trash and refuse from the premises, to not place any construction debris or waste in hallways or trash bins, to arrange for my own trash removal, to ensure that my contractors park in designated areas, only park in the loading dock area with permission and only when loading and unloading supplies, and to not store any furniture or debris in any parking stalls. The Association may revoke this permit and require it to be re-submitted at any time for repeated violations of the rules or when contractors are changed or are not listed below

Owner Signature

Director of Engineering Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

The Effective Date of this Amendment to the BYLAWS and Rules and Regulations is December 15, 2022.

This Amendment of the BYLAWS shall be recorded in the office of the Summit County Recorder as an Amendment to the BYLAWS set forth in Entry No. 00818013 Bk: 1874 Pg: 0479.

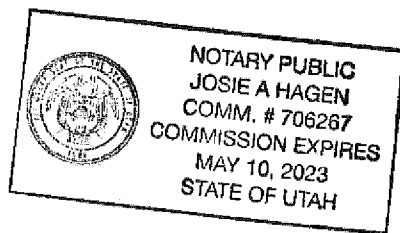
This Amendment to the BYLAWS was unanimously approved by the Board at a duly noticed meeting on December 15, 2022.

By: Maria Johnson  
Its: Treasurer

State of Utah )

County of Summit )

I hereby certify that on this 16 day of December, 2020, personally appeared before me MARIA JOHNSON, Treasurer of The Lodge at Westgate Park City Resort & Spa Condominium Association, and executed the foregoing.



Josie A Hagen  
Notary Public

All Units contained within THE LODGE AT WESTGATE PARK CITY RESORT AND SPA, A CONDOMINIUM, AMENDED, according to the Declaration of Condominium and Declaration of Covenants, Conditions and Restrictions for The Lodge at Westgate Resort & Spa, recorded June 29, 2007 as Entry No. 818013 in Book 1874 at page 479 of Official Records, (as said Declaration may have heretofore been amended and/or supplemented); and as identified in the Record of Survey Map recorded June 29, 2007 as Entry No. 818012 in Book 187 at page 478 of Official Records, (a said Record of Survey may have heretofore been amended and/or supplemented); together with an undivided appurtenant interest in and to the Common Areas and Facilities.

LWPCRS-3301A-AM	LWPCRS-3301B-AM	LWPCRS-3303A-AM
LWPCRS-3303B-AM	LWPCRS-3305A-AM	LWPCRS-3305B-AM
LWPCRS-3400-AM	LWPCRS-3401-AM	LWPCRS-3402-AM
LWPCRS-3403A-AM	LWPCRS-3403B-AM	LWPCRS-3404-AM
LWPCRS-3405-AM	LWPCRS-3406-AM	LWPCRS-3500-AM
LWPCRS-3501A-AM	LWPCRS-3501B-AM	LWPCRS-3502-AM
LWPCRS-3503A-AM	LWPCRS-3503B-AM	LWPCRS-3504-AM
LWPCRS-3505-AM	LWPCRS-3506A-AM	LWPCRS-3506B-AM
LWPCRS-3508A-AM	LWPCRS-3508B-AM	LWPCRS-3510-AM
LWPCRS-3511-AM	LWPCRS-3512A-AM	LWPCRS-3512B-AM
LWPCRS-3514-AM	LWPCRS-3516-AM	LWPCRS-3518-AM
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