

Page 1 of 11

Alan Spriggs, Summit County Utah Recorder
 03/05/2007 04:00:52 PM Fee \$30.00
 By FIRST AMERICAN TITLE - PARK CITY
 Electronically Recorded by Simplifile

THIS INSTRUMENT PREPARED BY
 AND RETURN TO:
 Leonard Lubart, Esq.
 Greenspoon Marder, P.A.
 100 West Cypress Creek Road
 Trade Centre South, Suite 700
 Fort Lauderdale, Florida 33309

**FOURTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS
 AND RESTRICTIONS FOR
WESTGATE PARK CITY RESORT & SPA, A TIMESHARE RESORT**

THIS FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WESTGATE PARK CITY RESORT & SPA, A TIMESHARE RESORT (the "Amendment"), is made this 8th day of February, 2007, by Westgate Resorts, Ltd., a Florida limited partnership (the "Developer").

WGC-1

WITNESSETH:

WHEREAS, the Developer is developing Westgate Park City Resort & Spa, a timeshare resort (the "Resort Facility"), which is located and situated in Summit County, Utah, according to the Declaration thereof, recorded in Official Records Book 1442, at Pages 1-34, of the Public Records of Summit County, Utah, and all Amendments and Exhibits thereto (the "Declaration"); and,

WHEREAS, pursuant to Article XV of the Declaration, the Developer reserved the right at any time, so long as it has a right to appoint all officers and directors of the Board to amend the Declaration as the Developer may deem appropriate in its sole discretion to carry out the purposes of the project; provided that such amendment shall not prejudice or impair to any material extent the rights of any Owner; and,

WHEREAS, the Developer has the right to appoint all officers and directors of the Board; and,

WHEREAS, the Developer has determined that it is appropriate to amend the Declaration as set forth below; and,

WHEREAS, pursuant to Article 2.4 of the Declaration, the Developer has the right to add additional Units by an amendment to the Declaration executed by the Developer alone; and,

WHEREAS, the amendments set forth herein do not prejudice or impair to any material extent the rights of any Owner.

NOW, THEREFORE, the Declaration is amended as follows:

1. Each of the Forty-one (41) Additional Units (the "Lodge Units") in The Lodge at Westgate Park City Resort & Spa, a Condominium (Building 19) shall be deemed added to the Resort Facility at the time the first Deed conveying a unit week in each Lodge unit is recorded in the Public Records of Summit County. The legal description of the Lodge Units is as shown on Exhibit "A" attached hereto. This Exhibit "A", together with Exhibit "A" attached to the original Declaration, as amended from time to time, comprise the Resort Facility.

Underlined text indicates additions;
Struck through text indicates deletions.

2. The Floating Use Plan Rules and Regulations attached as Exhibit "B" to the Declaration are deleted in their entirety and replaced with Exhibit "B" attached hereto.

3. Article 2.1 is amended by adding the following thereto:

The Resort Facility will be developed in phases, the initial phase will consist of two (2) buildings, also known as buildings No. 10 and 11, containing a total of One Hundred Ninety (190) Timeshare Units, together with certain Commercial Units, Common Areas and Developer Retained Property. The actual location of the buildings are more particularly described on Exhibit "A-2" attached hereto and made a part hereof. The legal for building no. 11 is attached to the First Amendment and is added to Exhibit "A-2" to the Declaration. The Units and Unit Types, Common Areas, and Commercial Units are identified on Exhibit "C" attached hereto. Phase 2 of the Resort Facility consists of the Lodge Units. The Units and Unit Types in Phase 2 are identified on Exhibit "A" attached hereto. In no event shall the Developer be obligated to construct any additional phases, other than this first phase, these two phases.

Certain four bedroom units and certain two bedroom units, as identified on Exhibit "A" attached hereto are being subdivided into one bedroom units. Exhibit "A" depicts the designation of the unit prior to this Amendment and the new designation based upon this Amendment.

Notwithstanding any provision in the Declaration, as amended, to the contrary the undivided interest attributed to each one bedroom unit that was created as the result of the subdivision of a two bedroom unit pursuant to this Amendment shall be 1/2 of the undivided interest formerly attributed to that two bedroom unit and the undivided interest attributed to each one bedroom unit that was created as the result of the subdivision of a four bedroom unit pursuant to this Amendment shall be 1/4 of the undivided interest formerly attributed to that four bedroom unit.

Furthermore, the owner of a timeshare interest in a one bedroom unit that has been subdivided from a two bedroom unit shall have 1/2 of the vote attributed to the two bedroom unit and the owner of a one bedroom unit that has been subdivided from a four bedroom unit shall have 1/4 of the vote attributed to the four bedroom unit. Provided however, any unit weeks sold as a four bedroom unit or a two bedroom unit prior to the effective date of this Amendment shall have the same undivided interest and voting rights as existed prior to this Amendment and shall pay a maintenance fee for their unit week as determined by the Board in accord with the Declaration.

4. Article 2.2 is amended by adding the following thereto:

Developer shall convey to each Owner by Special Warranty Deed the ownership in fee simple of an undivided interest in a building in the Resort Facility as a tenant in common with other Owners which interest shall constitute said Owner's Timeshare Interest. One Timeshare Interest in building No. 10 shall be equal to a fraction, the numerator of which is one (1), and the denominator of which is 2475. One Timeshare Interest in building No. 11 shall be equal to a fraction, the numerator of which is one (1), and the denominator of which is 3600. Commercial Unit Interest in building No. 10 shall be equal to a fraction, the numerator of which is 343, and the denominator of which is 2475. Commercial Unit Interest in building No. 11 shall be equal to a fraction, the numerator of which is 484, and the denominator of which is 3500. For the Lodge Units, Developer shall convey to each Owner by Special Warranty Deed the ownership in fee simple of an undivided interest in a designated Lodge Unit as a tenant in common with other Owners in such Lodge Unit which interest shall constitute said Owner's Timeshare Interest. One Timeshare Interest in a Lodge Unit shall be equal to a fraction, the numerator of which is one (1), and the denominator of which is fifty-two (52). Developer retains the fee simple interest in all Developer Retained Property. Notwithstanding the fact that each Timeshare Interest has an equal

Underlined text indicates additions;
~~Struck-through~~ text indicates deletions.

undivided interest in a building in the Resort Facility, the Owners do not necessarily pay an equal share of the operating expenses of the Association. As set forth in Article IV of the Declaration of Covenants, Conditions and Restrictions, the Board of Directors has the authority to allocate costs among the different types of Units. This includes the right to provide, if an Owner owns more than one (1) Timeshare Interest with the same Assigned Week and adjacent Units at the Resort Facility, such as a Standard One Bedroom Unit and Deluxe One Bedroom Unit, that the maintenance fee may be equal to less than the sum of the component Units. The allocation shall be set forth by the Board of Directors as a Note to the Estimated Operating Budget each year. An Owner may be the Owner of more than one (1) Timeshare Interest. The deed of conveyance by Developer of a Timeshare Interest shall designate a specific Assigned Unit, a specific Assigned Unit Week and a Unit Type. The Assigned Unit shall be for title purposes only and shall not give the Owner the right to occupy the Assigned Unit. The Owner shall be entitled to the possession of a Unit, of the type designated in the Deed, during the Assigned Unit Week in accordance with the Fixed Week Reservation System. The Owner shall be entitled to the exclusive use of a Unit during the Assigned Unit Week and to no other Unit and to the non-exclusive use of the Common Areas, Commercial Units and Developer Retained Property designated for Owners non-exclusive use. An Owner shall not have the right to the use of a Unit except during such Owner's Assigned Unit Week, however, this shall not restrict the use by an Owner of the Common Areas at other times of the year, subject to rules and regulations, including any fees, adopted from time to time by the Association.

5. Article 2.3.1b is amended, in part, as follows:

b. Committing Unit Weeks to the Floating Use Plan. A Unit Week is committed to the Floating Use Plan upon the conveyance of the Unit Week as evidenced by the recording of a deed in the County Recorder of Summit County, Utah indicating that the Developer is conveying that Unit Week to the purchaser, unless the Unit Week is designated as a Fixed Unit Week. There are sixteen (16)twenty-two (22) classes of ownership as follows:

* * *

Owners of Fixed Weeks may also elect to participate in the Floating Use Plan in any given year by notifying the Management Company in writing or by fax of their intent. The Association may assess a fee for this election. This notification may occur no earlier than eleven (11) months prior to the commencement of the Unit Week requested, and may occur as late as thirty (30) days prior. A Fixed Week Owner must also relinquish his Fixed Week no less than one hundred eighty (180) days prior to the commencement date of the Fixed Week. Once a Fixed Week Owner has committed his week to the Floating Use Plan, he may request a Floating Unit Week and be given highest priority based upon availability.

- (2) All Season Float Premium Four Bedroom (year around, excluding Fixed Weeks).
- (3) All Season Float Grand Four Bedroom (year around, excluding Fixed Weeks).
- (4) All Season Float Premium Two Bedroom (year around, excluding Fixed Weeks).
- (45) All Season Float Grand Two Bedroom (year around excluding Fixed Weeks).
- (56) All Season Float DeluxeGrand One Bedroom (year around excluding Fixed Weeks).
- (67) All Season Float GrandDeluxe One Bedroom.

Underlined text indicates additions;
~~Struck-through~~ text indicates deletions.

- (78) All Season Float Standard One Bedroom.
- (9) Peak Season Float Premium Four Bedroom (Weeks 21-39)
- (910) Peak Season Float Grand Four Bedroom (Weeks 21-39).
- (11) Peak Season Float Premium Two Bedroom (Weeks 21-30).
- (120) Peak Season Float Grand Two Bedroom (Weeks 21-39).
- (131) Peak Season Float DeluxeGrand One Bedroom (Weeks 21-39).
- (142) Peak Season Float GrandDeluxe One Bedroom (Weeks 21-39).
- (153) Peak Season Float Standard One Bedroom (Weeks 21-39).
- (16) Value Season Float Premium Four Bedroom (Weeks 16-20, 40-46).
- (175) Value Season Float Grand Four Bedroom (Weeks 16-20, 40-46).
- (18) Value Season Float Premium Two Bedroom (Weeks 16-20, 40-46).
- (196) Value Season Float Grand Two Bedroom (Weeks 16-20, 40-46).
- (1720) Value Season Float DeluxeGrand One Bedroom (Weeks 16-20, 40-46).
- (1821) Value Season Float GrandDeluxe One Bedroom (Weeks 16-20, 40-46).
- (1922) Value Season Float Standard One Bedroom (Weeks 16-20, 40-46).

6. Article 4.1 is amended by adding the following thereto:

In order to (1) fulfill the covenants herein contained in the Plan; (2) to preserve the Units and Common Areas for the recreation, safety, welfare and benefit of Owners, their licensees, invitees, guests, family members and lessees; and (3) to provide for improvement, maintenance and preservation of the Units and Common Areas and the services and amenities provided for herein, there is hereby imposed upon the Association and the Owners, the affirmative covenant and obligation to pay the Common Expenses as defined and more particularly set forth in Article VI of the Plan. The Association, by its Board, shall prepare and adopt in accordance with the By-Laws an annual Budget setting forth the Common Expenses for the operation and management of the Resort Facility. In order for each Owner to pay a fair share of the operating expenses of the Resort Facility, the Board of Directors will allocate the costs among the different types of Units, by assessing a different maintenance fee to the different types of Units and for the different seasons of the Assigned Unit Weeks, notwithstanding the undivided interest that an owner may have in a building in the Resort Facility or Lodge Unit, as applicable. The allocation shall be set forth by the Board of Directors as a Note to the Estimated Operating Budget each year. The maintenance fees attributable to the Lodge Units in The Lodge at Westgate Park City Resort & Spa, a Condominium, are a Common Expense of the Association.

7. Certain adjacent Units Unit types in the Lodge Units listed on Exhibit "DC" attached hereto can be occupied as a combined two (2) bedroom Unit, three (3) bedroom Unit or four (4) bedroom Unit as

Underlined text indicates additions;
~~Struck-through~~ text indicates deletions.

shown thereon. Accordingly, if an Owner is assigned two (2), three (3) or four (4) Units listed on Exhibit "DC" (whether or not contiguous) and the Assigned Unit Week for such Units is in the same season, then the Unit Owner shall pay the maintenance fee attributable to a Unit containing the total number of bedrooms in such Assigned Units.

8. Capitalized words and phrases shall have the meaning set forth in the Declaration, unless otherwise defined herein.

9. All other terms and provisions of the Declaration of Covenants, Conditions and Restrictions for Westgate Park City Resort & Spa, a Timeshare Resort, including all previous amendments which are hereby ratified and approved, not specifically amended or altered hereby, shall continue in full force and effect.

IN WITNESS WHEREOF, the Developer has executed this Amendment to the Declaration on the date set forth above.

Signed Sealed and Delivered
in the Presence of:

Norma E. Santay
Print Name: Norma E. Santay
Latrice S.
Print Name: LATRICE SIEGEL

WESTGATE RESORTS, LTD., a Florida limited partnership

BY: WESTGATE RESORTS, INC., a Florida corporation and General Partner

BY: 

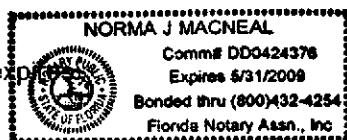
Name: DAVID A. SIEGEL
Title: President

(Corporate Seal)

STATE OF FLORIDA)
) SS.
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 8th day of February, 2007, by DAVID A. SIEGEL, as President of WESTGATE RESORTS, INC., a Florida corporation, as General Partner of WESTGATE RESORTS, LTD., a Florida limited partnership, on behalf of the partnership. He is personally known to me or has produced  as a type of identification.

My commission expires 5/31/2009



Print Name:
Notary Public, State of Florida:
Serial Number, if any:

GUSCIOUT OF STATE TIMESHARE 6369 WESTGATE PARK CITY RESORT & SPA DECLARATION FOURTH AMENDMENT TO DECLARATION.DOC

Underlined text indicates additions;
Struck-through text indicates deletions.

EXHIBIT "A"

LEGAL DESCRIPTION OF LODGE UNITS AND UNIT TYPES

UNIT NUMBERS		
BLDG #	UNIT #	UNIT TYPE
19-3	406A	1Br Grand
19-3	406B	1Br Standard
19-3	500A	2Br Premium
19-3	500B	1Br Standard
19-3	500C	1Br Standard
19-3	600A	2Br Premium
19-3	600B	1Br Standard
19-3	600C	1Br Standard
19-3	700A	2Br Premium
19-3	700B	1Br Standard
19-3	700C	1Br Standard
19-3	810A	2Br Premium
19-3	810B	1Br Deluxe
19-3	810C	1Br Standard
19-4	200A	2Br Premium
19-4	200B	1Br Standard
19-4	200C	1Br Standard
19-4	203A	1Br Grand
19-4	203B	1Br Standard
19-4	207A	1Br Grand
19-4	207B	1Br Standard
19-4	209A	1Br Grand
19-4	209B	1Br Standard
19-4	211A	1Br Grand
19-4	211B	1Br Standard
19-4	300A	2Br Premium
19-4	300B	1Br Standard
19-4	300C	1Br Standard
19-4	302A	1Br Grand
19-4	302B	1Br Standard
19-4	304A	1Br Grand
19-4	304B	1Br Standard
19-4	400A	2Br Premium
19-4	400B	1Br Standard
19-4	400C	1Br Standard
19-4	500A	2Br Premium
19-4	500B	1Br Standard
19-4	500C	1Br Standard
19-4	600A	2Br Premium
19-4	600B	1Br Standard
19-4	600C	1Br Standard

All of The Lodge at Westgate Park City Resort & Spa, a Condominium recorded at Official Records Book _____ at Page _____ of the Public Records of Summit County, Utah.

EXHIBIT "B"

FLOATING USE PLAN RULES AND REGULATIONS FOR
WESTGATE PARK CITY RESORT & SPA

These Floating Use Plan Rules and Regulations (the "Rules and Regulations") are promulgated pursuant to the Declaration of Covenants, Conditions and Restrictions ("Declaration") and shall govern the manner for making reservations for Floating Unit Weeks committed to the Floating Use Plan. These Rules and Regulations shall be binding upon all Owners, their guests, invitees, lessees, licensees and designees.

1. Definitions. All terms used in these Rules and Regulations shall have the same meaning given to them in the Declaration.

2. Classes of Ownership. As described in the Declaration, there are twenty-two (22) classes of ownership: (a) Fixed Weeks; (b) All Season Float Premium Four Bedroom (year around, excluding Fixed Weeks); (c) All Season Float Grand Four Bedroom (year around, excluding Fixed Weeks); (d) All Season Float Premium Two Bedroom (year round around excluding fixed weeks); (e) All Season Float Grand Two Bedroom (year around excluding Fixed Weeks); (f) All Season Float Grand One Bedroom (year around excluding Fixed Weeks); (g) All Season Float Deluxe One Bedroom; (h) All Season Float Standard One Bedroom; (i) Peak Season Float Premium Four Bedroom (Weeks 21-39); (j) Peak Season Float Grand Four Bedroom (Weeks 21-39); (k) Peak Season Float Premium Two Bedroom (Weeks 21-39); (l) Peak Season Float Grand Two Bedroom (Weeks 21-39); (m) Peak Season Float Grand One Bedroom (Weeks 21-39); (n) Peak Season Float Deluxe One Bedroom (Weeks 21-39); (o) Peak Season Float Standard One Bedroom (Weeks 21-39); (p) Value Season Float Premium Four Bedroom (Weeks 16-20, 40-46); (q) Value Season Float Grand Four Bedroom (Weeks 16-20, 40-46); (r) Value Season Float Premium Two Bedroom (Weeks 16-20, 40-46); (s) Value Season Float Grand Two Bedroom (Weeks 16-20, 40-46); (t) Value Season Float Grand One Bedroom (Weeks 16-20, 40-46); (u) Value Season Float Deluxe One Bedroom (Weeks 16-20, 40-46); and (v) Value Season Float Standard One Bedroom (Weeks 16-20, 40-46).

3. Managing Entity. Pursuant to the Declaration, the Association has the responsibility for the management and operation of the Floating Use Plan. Pursuant to the Management Contract with CFI Resorts Management, Inc., a Florida corporation (the "Management Company"), the Association has delegated its responsibilities to the Management Company.

4.. Designation of Principal Contact. For Floating Unit Weeks that are owned by more than one owner, the owners shall designate a "Principal Contact" from time to time by notifying the Management Company of same through a writing executed by all the Owners or by an authorized representative of the business entity. The Principal Contact shall be the designated individual with whom the Management Company shall deal with respect to making reservations, sending confirmations, and providing other services. Owners may be charged an administrative fee not to exceed \$25.00 each time there is a request to change a Principal Contact designation.

5. Reservation Requests.

a. First Come, First Served. Reservation requests for a particular Floating Unit Week will be taken on a first-come, first served basis within each calendar year within the appropriate scheduling window. Reservations may only be made for any available Floating Unit Weeks in the same seasonal and the same unit type category as the reserving Owner's deeded Floating Unit Week or for any available Floating Unit Weeks in a lower category. See Schedule A attached hereto for a breakdown of the scheduling windows.

In the event an Owner of a Floating Unit Week reserves a Floating Unit Week in a lower season or lower unit type category than the Owner's deeded Floating Unit Week, thus creating availability in a higher season or unit type category, Owners of deeded weeks in a lower season or unit type category may make reservations into the higher season or unit type category where the availability has been created. The Association has the right to charge a fee for a reservation in a higher type category (Season or Unit Type). Such a reservation can only be made within thirty (30) days of the commencement of the desired Unit Week.

b. Submitting a Reservation Request. To reserve a given Floating Unit Week on a space-available basis, Owners who own more than one Unit Week must mail or fax a request that is received by the Management Company no earlier than eleven (11) months in advance of the first day (the "Check-in Day") of the Floating Unit Week that the Floating Unit Week Owner wants to reserve. Owners who own only one Floating Unit Week must mail or fax a request that is received by the Management Company no earlier than ten (10) months in advance of the Check-in Day of the Floating Unit Week that the owner wants to reserve. The Management Company, upon receipt of the reservation request, shall assign the Owner the use of a designated Floating Unit Week if the time period requested is available. The last date for making reservations is thirty (30) days prior to the commencement of the Unit Week requested. When making a reservation, an Owner must indicate whether the reservation is for an exchange or for the Owner=s own use. If an Owner decides to change the confirmed reservation, Owner must make a new reservation and receive a new confirmation number.

During the last thirty (30) days prior to the commencement of the Unit Week, available space may be made available to Owners pursuant to rules and regulations to be adopted by the Association.

6. Reservation Priorities. Reservation requests are subject to the following priorities:

a. The Management Company shall have the right to reserve, at any time, any two (2) weeks it chooses for each Unit each year (two (2) weeks per Unit annually), in its sole discretion, for maintenance purposes.

b. For the benefit of Floating Unit Week Owners who are members of an affiliated Exchange Company, the Management Company shall have the right to reserve a portion of the Floating Unit Weeks for bulk deposit into the Exchange Company. This may be done as early as twenty-four (24) months prior to the commencement of any given week, providing Owners the maximum selection priority through the Exchange Company. This advanced reservation of space will provide peak season access into other resorts through the Exchange Company. Any Floating Unit Week Owner who is a member in good standing of the Exchange Company may request an exchange only AFTER having obtained an authorization from the Management Company.

c. If a reservation request is not received by the Management Company by the beginning of the thirty (30) day period preceding the Check-in Day of a given Floating Unit Week (the "Breakage Period"), the Management Company's ability to confirm an owner's reservation request for that Floating Unit Week within the Breakage Period will be severely limited by the Developers priority to use any Breakage Period Unit Weeks for its own purposes, including for exchange, promotional use, rental or any other purposes as the Developer determines in its sole discretion. All net rental proceeds, if any, received for such rentals shall be the property of the Developer. Floating Unit Week Owners are encouraged to submit requests as far in advance as possible in order to ensure that they receive a reservation and obtain the best choice of available Floating Unit Weeks.

7. Failure to Make a Timely Reservation. In the event that a Floating Unit Week Owner does not timely reserve a Floating Unit Week, such owner may lose the right to utilize a Floating Unit Week for that year. There is no accrual or carryover of unused time from one year to subsequent years. A Floating Unit Week Owner unable to utilize any available Floating Unit Week is not relieved of the obligation to pay all assessments and taxes associated with his ownership of a Floating Unit Week. The Management Company cannot guarantee that any Management Company requested week or any authorization number for an exchange week through the International Exchange will be available for Floating Unit Week Owners who fail to make a timely reservation.

8. Reservation Required for Rental or Exchange. Before a Floating Unit Week Owner may rent or exchange a Floating Unit Week in the Floating Use Plan, the Floating Unit Week Owner must first

receive a confirmed reservation from the Management Company for a particular Floating Unit Week, in accordance with the provisions hereof.

9. Confirmations; Unit Preferences. Written confirmations for a particular accommodation type will be mailed to each Floating Unit Week Owner or Principal Contact by the Management Company to document all confirmed reservations. Designated Units for occupancy will be assigned by the Management Company at the time of arrival.

10. Changes, Cancellations and No-Shows. A Floating Unit Week Owner may change or cancel a confirmed reservation for a fee to be determined by the Association for each change or cancellation; provided, however, there shall be no cancellation fee for the first cancellation provided such cancellation is made prior to sixty (60) days before the Check-in Day for the canceled Floating Unit Week. Any change is considered to be a cancellation and a new reservation. The Management Company shall have the right to increase or decrease this charge in its sole discretion. If the Floating Unit Week Owner changes or cancels his reservation prior to the Breakage Period for his reserved Floating Unit Week, he may thereafter make a new reservation for a new Floating Unit Week within the same calendar year on a space available basis. If the Owner changes or cancels his reservation within the Breakage Period, he may thereafter only make a new reservation for a new Floating Unit Week during that calendar year within the Breakage Period prior to the desired new Floating Unit Week on a space available basis, subject to all priorities set forth in these Rules and Regulations from time to time. Floating Unit Week Owners who fail to arrive on the Check-in Day of the reserved Floating Unit Week must notify the Management Company that they will be arriving subsequent to such Check-in Day or risk losing the reservation. The Association may establish a fee for the transfer of a confirmed reservation to a guest.

11. Maintenance Fee or Real Estate Tax Delinquency. To use a confirmed reservation, a Floating Unit Week Owner must pay all maintenance fees and real estate tax assessments imposed against that Owner's Floating Unit Week by the collection due date each calendar year or by thirty (30) days prior to check-in, whichever occurs earlier. Any reservations confirmed prior to the assessment due date will be subject to cancellation if the Floating Unit Week Owner does not pay the fees and assessments imposed against his Floating Unit Week by the due date each year. A Floating Unit Week owner who is delinquent in the payment of any maintenance fee or real estate tax assessment imposed against that Owner's Floating Unit Week shall not be allowed to reserve a Unit Week under the reservation program of the Floating Use Plan, and any previously confirmed Floating Unit Week reservation may be canceled.

12. Amendments to the Rules and Regulations. Except as specifically prohibited in the Declaration, these Rules and Regulations may be amended from time to time pursuant to the Declaration. Notice of any amendments to these Rules and Regulations shall be given in writing to all Floating Unit Week Owners at their last known mailing address prior to the amendments taking effect. In the event of a conflict between these Rules and Regulations and the Declaration, the Declaration shall control.

13. Service Fee for Split Weeks. As the annual maintenance fee paid by an Owner covers only one cleaning of the Unit and one check-in/check-out, for Split Week usage, a service fee will be charged to cover cleaning and check-in/check-out for the second and subsequent reservations as follows:

One Bedroom:	\$50.00
Two Bedroom:	\$60.00
Four Bedroom:	\$80.00

The Split Week reservation fee is Fifteen (\$15.00) Dollars.

* Current fees subject to change.

EXHIBIT "C"

UNIT COMBINATIONS

Grand Two Bedroom (M) is a combination of a Grand One Bedroom (A) and a Standard One Bedroom (K).

Grand Four Bedroom (O) is a combination of a Premium Two Bedroom (N), and two Standard One Bedrooms (K).

Premium Four Bedroom (P) is a combination of a Premium Two Bedroom (N), a Deluxe One Bedroom (L) and a Standard One Bedroom (K).

WGC-1

0371801 2001

4.84 10 3000 CANYONS RESORT DRIVE

PARCEL 1 WESTGATE AT THE CANYONS FINAL SUBDIVISION; ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY RECORDERS OFFICE CONT 4.84 AC