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Alan Spriggs, Summit County Utah Recorder  
 03/05/2007 04:00:52 PM Fee \$14.00  
 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

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

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

W6C-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**, 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 by adding the following at the end of Section 2.3.1(a):

1. Declarant, Association and/or the Managing Entity may, in their sole and absolute discretion, designate additional Fixed Weeks from time to time.
2. Capitalized words and phrases shall have the meaning set forth in the Declaration, unless otherwise defined herein.
3. 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:

WESTGATE RESORTS, LTD., a Florida limited  
partnership

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

Maria E. Guzman  
Maria E. Santiago  
Print Name: Latrice  
Print Name: Latrice Singleton

BY: John Doe

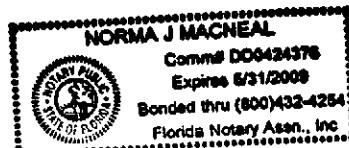
Name: DAVID A. SIEGEL  
Title: President

(Corporate Seal)

STATE OF FLORIDA )  
COUNTY OF ORANGE ) SS.

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of February, 2001, 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 Driver's license as a type of identification.

My commission expires:



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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