

**THIS INSTRUMENT PREPARED BY  
AND RETURN TO:**

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

W6C-1

THIS SIXTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WESTGATE PARK CITY RESORT & SPA, A TIMESHARE RESORT (the "Amendment"), is made this 6<sup>th</sup> day of December, 2006, by Westgate Resorts, Ltd., a Florida limited partnership (the "Developer").

**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 of Covenants, Conditions and Restrictions for Westgate Park City Resort & Spa, a Timeshare Resort, is amended as hereinafter set forth.

1. Article 2.3.1(a) is amended, in part, to read and provide as follows:

a. Notwithstanding the specific Unit and Unit Week assigned to an Owner, it is the express intent of this Declaration, which intent is consented to by each Owner through acceptance of a conveyance of a Floating Unit Week hereunder, that certain Unit Weeks shall be part of the Floating Use Plan. Pursuant to the Floating Use Plan all Floating Unit Weeks shall be available for use by all Owners at all times on a "first come, first served" reservation basis in accordance with this Declaration and the Floating Use Plan Rules and Regulations, as they may be amended from time to time, an initial copy of

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

which is attached hereto as Exhibit "B". The purpose of the Floating Use Plan is to enable Floating Unit Week Owners to take advantage of a greater selection of time periods in which to use and enjoy their Floating Unit Weeks by pooling the Floating Unit Weeks and making them available in accordance with this Declaration and the Floating Use Plan Rules and Regulations. Under the Floating Use Plan, the check in day shall be designated by the Association or Managing Entity, at the time the Owner makes a reservation. The Association shall be the entity responsible for the administration and operation of the Floating Use Plan; however, the Association shall have the power to delegate this responsibility to the Managing Entity. Any Unit Week not committed to the Floating Use Plan will not be available for use by Owners in the Floating Use Plan.

The owner of a Floating Unit Week shall be assigned a specific Assigned Unit Week in a specific Assigned Unit. However, owners of Floating Unit Weeks shall not be entitled to possession and use of the Assigned Unit or the Assigned Unit Week assigned, but instead, such possession and use rights are released in consideration for receiving the right to request a reservation annually (or biennially, for owners of Biennial Floating Unit Weeks) for a Floating Unit Week within the Floating Use Plan system and during which the Owner may occupy a Unit in accordance with the terms and conditions of the Floating Use Plan and the use restrictions set forth in or promulgated pursuant to the provisions of this Declaration. Notwithstanding the foregoing, the Developer may assign a Fixed Unit to a Floating Unit Week Owner whereby the Floating Unit Week Owner will be entitled to occupy the Assigned Unit during the assigned season in accordance with the Floating Use Plan system.

The Developer, in its discretion, may deposit Unit Weeks into the Floating Use Plan for use by the Developer and other Owners. The Developer shall have the same rights to Unit Weeks in the Floating Use Plan as any other Owner.

2. Article 2.3.1(b)1 is amended, in part, to read and provide as follows:

b. Fixed Week Reservation System. Any Unit Week not designated a Fixed Week is automatically committed to the Floating Use Plan. Owners of Fixed Weeks shall be entitled to the exclusive use of a Unit of their assigned type during their Assigned Week. If designated in the Purchase and Sale Agreement, a Fixed Week shall also contain a specific check in day, which check in day cannot be changed without the mutual consent of the Owner and Association. The Developer reserves the right to add additional Fixed Weeks and thereby remove those Weeks from the Floating Use Plan. This may be accomplished by a Developer's amendment to the Declaration which shall not be deemed to be material and adverse to the Owners. Fixed Weeks may also be assigned a Fixed Unit entitling an Owner to the exclusive use of the Assigned Unit during their Assigned Week.

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

4. 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.

Underlined text indicates additions;  
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**WESTGATE RESORTS, BUILDING NUMBER 10 FOOTPRINT  
LEGAL DESCRIPTION**

Commencing at the southeast corner of Section 36, Township 1 South, Range 3 East, Salt Lake Base & Meridian, a found brass cap, (basis of bearing being North  $89^{\circ}59'43''$  West 2667.10 feet between the said southeast corner of Section 36 and the south quarter corner of said Section 36, a found brass cap); thence along the south line of said Section 36, N. $89^{\circ}59'43''$ W., a distance of 1,691.55 feet; thence leaving said section line North, a distance of 390.48 feet to the POINT OF BEGINNING; thence N. $29^{\circ}30'00''$ W., a distance of 238.67 feet; thence N. $60^{\circ}30'00''$ E., a distance of 77.67 feet; thence S. $29^{\circ}30'00''$ E., a distance of 123.33 feet; thence N. $60^{\circ}30'00''$ E., a distance of 7.67 feet; thence S. $29^{\circ}30'00''$ E., a distance of 40.00 feet; thence S. $60^{\circ}30'00''$ W., a distance of 7.67 feet; thence S. $29^{\circ}30'00''$ E., a distance of 75.33 feet; thence S. $60^{\circ}30'00''$ W., a distance of 77.67 feet to the POINT OF BEGINNING.

Containing 18,843.52 square feet or 0.4326 acres, more or less.

Tax ID # W6C-1

**WESTGATE RESORTS, BUILDING NUMBER 11 FOOTPRINT  
LEGAL DESCRIPTION**

Commencing at the southeast corner of Section 36, Township 1 South, Range 3 East, Salt Lake Base & Meridian, a found brass cap, (basis of bearing being North  $89^{\circ}59'43''$  West 2667.10 feet between the said southeast corner of Section 36 and the south quarter corner of said Section 36, a found brass cap); thence N. $89^{\circ}59'43''$ W., a distance of 1,571.00 feet along the south line of said Section 36; thence leaving said section line North, a distance of 589.67 feet to the POINT OF BEGINNING; thence N. $29^{\circ}30'00''$ W., a distance of 166.00 feet; thence S. $60^{\circ}30'00''$ W., a distance of 94.00 feet; thence N. $29^{\circ}30'00''$ W., a distance of 77.67 feet; thence N. $60^{\circ}30'00''$ E., a distance of 131.67 feet; thence S. $29^{\circ}30'00''$ E., a distance of 15.00 feet; thence N. $60^{\circ}30'00''$ E., a distance of 30.00 feet; thence S. $29^{\circ}30'00''$ E., a distance of 228.67 feet; thence S. $60^{\circ}30'00''$ W., a distance of 67.67 feet to the POINT OF BEGINNING.

Containing 23,340.13 square feet or 0.5358 acres, more or less.