

THIS INSTRUMENT PREPARED BY:
AND RETURN TO:
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ENTRY NO. 00848660

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ALAN SPRIGGS, SUMMIT COUNTY RECORDER

FEE 242.00 BY GREENSPOON MARDER PA



**FIRST AMENDMENT TO THE DECLARATION OF CONDOMINIUM AND DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS**

FOR

THE LODGE AT WESTGATE PARK CITY RESORT & SPA, A CONDOMINIUM

* * *

This First Amendment to The Declaration of Condominium and Declaration of Covenants, Conditions and Restrictions (the "Declaration") for The Lodge at Westgate Park City Resort & Spa, a Condominium, is made this 30th day of May, 2008, by WESTGATE RESORTS, LTD., a Florida limited partnership ("Declarant").

WITNESSETH:

WHEREAS, Declarant is developing The Lodge at Westgate Park City Resort & Spa, a Condominium (the "Condominium"), which is located and situated in Summit County, Utah, according to the Declaration thereof, recorded at Entry Number 00818013 of the Records of Summit County Recorder's Office, and all Exhibits thereto (the "Declaration"); and

WHEREAS, pursuant to Article XX, Section 20.1 of the Declaration, the Declarant 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 Declarant 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, Declarant has determined that it is appropriate to amend the Declaration as set forth below.

NOW, THEREFORE, the Declaration is amended as follows:

1. The above recitals are true and correct and form a material part of this Amendment.
2. Exhibit "B" to the Declaration is hereby modified as shown on Exhibit "B" attached hereto and incorporated herein.

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

3. Exhibit "F" to the Declaration is hereby modified as shown on Exhibit "F" attached hereto and incorporated herein.

4. Exhibit "G" to the Declaration is hereby deleted in its entirety and replaced by Exhibit "G" attached hereto and incorporated herein.

5. Article I, Section 1.1 is hereby amended to provide as follows:

"Turnover Date" shall have the meaning set forth in Section ~~14.2.4~~ 14.4 below.

6. Article XIV, Section 14.13 is hereby amended to provide as follows:

14.13 Right to Make Alterations to Units and Limited Common Elements Appurtenant to Units. Developer reserves the right to alter the interior design and arrangement of all ~~u~~Units, to alter the boundaries between Units, to combine two (2) or more Units into one (1), ~~or~~ to subdivide any unit into smaller Units and to alter the Limited Common Elements appurtenant to Units, including without limitation, enclosing the balcony/patio area(s) attached to Units as long as Developer owns the Units so altered or the Unit to which the Limited Common Elements so altered are appurtenant (which alterations made by Developer to Units or the Limited Common Elements appurtenant to Units it owns are hereinafter referred to as the "Alterations"); provided that any such Alteration shall be subject to all applicable local governmental approvals. No such Alteration or enclosure of a balcony appurtenant to any Unit shall alter the character of the balcony as a Limited Common Element. An amendment of the Plat to evidence such Alterations, if necessary, shall be filed by Developer in accordance with the provisions of this paragraph, the Utah Code and the Summit County Code. Such amendment need be signed and acknowledged only by Developer and shall not require approval of the Association, other Owners, lienors or mortgagees. The amendment shall adjust the Allocated Interest attributable to the Units being affected by the Alterations. The total Allocated Interests of the affected Units shall be equal to the Allocated Interests of such Unit prior to the combination or subdivision provided for herein, as applicable. These rights can be exercised at any time within 99 years following the recordation of the Declaration. They may be exercised with respect to different Units or Limited Common Elements appurtenant to Units at different times. The Declarant makes no assurances regarding the order in which any Units or Limited Common Elements appurtenant to Units may be subjected to Alterations hereunder or as to the number of Units which may be subjected to Alterations.

7. Article XIV, Section 14.14 is hereby amended to provide as follows:

14.14 Timeshare Interest Ownership – Reservation Right. To the extent permitted under applicable law and all necessary governmental approvals have been obtained, Declarant, for itself, its successors and assigns, expressly reserves the right to submit up to sixteen (16) Units in the Project to a plan of timeshare ownership and, in connection therewith, establish a timeshare regime and owners association, all of which shall be subject to all of the terms and conditions herein. The sixteen (16) Units subject to being submitted to timeshare ownership are identified on Exhibit "G" attached hereto. Declarant may unilaterally modify the list of Units set forth on Exhibit "G" without the consent or approval of any Owner or Institutional Lender; provided that the substitution/replacement of any Unit set forth on Exhibit "G" shall be with a Unit then owned by Declarant. Without limitation, such reservation right shall include the right to include the timeshare regime within the adjacent timeshare resort known as "Westgate Park City Resort & Spa". If the timeshare regime is not created within the "Westgate Park City Resort & Spa" timeshare regime, then the timeshare regime for the Units within the Project shall be pursuant to a separate owners association that shall maintain and manage these Units, subject to this

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Declaration of Condominium. The right to submit a Unit or any other unit located on the Project to any such plan of timeshare ownership shall extend only to Declarant, its successors or assigns, and shall specifically and expressly not be available to Non-Declarant Owners or their successors or assigns, except with the prior written consent of the Declarant. Submission of a Unit or any other unit located on the Project to such a plan of timeshare ownership shall not be subject to the prior written consent of any Owner, except to the extent a Unit is already owned by a Non-Declarant Owner, or any mortgagee, except the first mortgagee of record of any such Unit to be submitted. Each Owner acknowledges that Commercial Unit Owner has the right to create timeshare interest regimes or units within the Project. Each Owner, by acceptance of a deed or other instrument creating in such Owner the interest required to be deemed an Owner, is deemed to covenant and agree at any time and from time to time upon prior request by the Declarant, to execute, acknowledge and deliver any instrument indicating such Owner's unconditional approval of the submission of the Project to a plan of timeshare ownership, in the event the Commercial Unit Owner elects to pursue such submission.

8. Article XX, Section 20.1 of the Declaration is hereby amended as follows:

20.1 Amendments Generally. So long as the Developer has a right to appoint all officers and directors of the Board and to the maximum extent permitted by law thereafter, as provided for herein, any Amendments to this Declaration or the Plat may be made by the Developer alone, which Amendment shall be signed by the Developer and need not be joined in by any other party, provided, however, that such Amendment shall not materially and adversely affect any Owner's property rights. Except for a Developer's Amendment, as provided for herein, the Plan may be amended only by the consent of a majority of the voting interests of the Association. Except for an Amendment made by the Developer, pursuant to the terms hereof, no Amendment of the Plan shall change the configuration or size of any Unit in any material fashion or materially alter or modify the appurtenances to such Unit, unless all of the record Owners of the Unit affecting such Unit and all of the Institutional Lenders of record holding Mortgages on said Unit shall consent in writing thereto. Any such amendment shall be voted on at a special meeting of the affected Owners and their consent thereto shall be evidenced by a certificate joined in and executed by such Owners and all affected Institutional Lenders and recorded in the same manner as an amendment provided for in this Article. No amendment to this Declaration shall materially and adversely affect the rights of an Institutional Lender unless said amendment is consented to by Institutional Lenders representing at least fifty-one percent (51%) of the Units which are encumbered by mortgages in favor of Institutional Lenders. In this regard, an Institutional Lender shall be deemed to have consented to the proposed amendment in the event that the Institutional Lender fails to deliver an objection to said amendment within sixty (60) days following receipt of written notice of the proposed amendment, which notice shall be sent by certified or registered mail, return receipt requested.

9. The following language is hereby added to the Declaration:

All affected Institutional Lenders shall be provided written notice upon the occurrence of any of the following events: (i) any condemnation or casualty loss affecting the Project; (ii) an Owner is sixty (60) days delinquent on the payment of Assessments; (iii) a lapse, cancellation or material modification of any insurance required to be maintained by the Association; or (iv) the proposal of an amendment which requires the consent of a specified percentage of Institutional Lenders.

10. The following language is hereby added to the Declaration:

The Unit types set forth in Exhibits "B" and "F" to the Declaration correspond to the unit types set forth in the Plat as follows:

Underlined text indicates additions;
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Resort Unit Type set forth in Declaration	Unit Style (Resort Unit type) set forth on Plat	Description of Resort Unit
B1	A-3 B-5 (Units 3718, 3518, 3620, 3818 and 3918)	Studio
B2	A-4	Studio
B3	A-1	Studio
B5	A-2	Studio
A1	B-1	1 BR/1 BA
A5	B-2	1 BR/1 BA
A6	B-3	1 BR/1 BA
A7	B-4	1 BR/1 BA
A1, B1	C-1 C-2 (Units 4404, 4504, 4512, 4604, 4612, 4704, 4712, 4804, 4812 and 4912) C-3 (Unit 4907)	2 BR/2 BA
A1, B2	C-3	2 BR/2 BA
A2, B1	C-4	2 BR/2 BA
A3, B1	C-5 (Unit 3612) C-1 (Unit 3614)	2 BR/2 BA
A4, B1	C-6	2 BR/2 BA
A4, B4	C-7	2 BR/2 BA
C1, B1, B4	E-2	4 BR/4 BA
C1, B1, B1	E-1	4 BR/4 BA
D	E-3	4 BR/4 BA

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

12. Except as herein modified, the Declaration shall remain unmodified and in full force and effect. To the extent of any conflict, the terms of this Amendment shall control and govern.

[Signature Page to Follow]

Underlined text indicates additions;
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IN WITNESS WHEREOF, the Developer has executed this First 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, its general partner

Print Name:

Ashley Walker

Print Name:

Jacquelyn Reza

BY:

DAVID A. SIEGEL, President

STATE OF FLORIDA)
) SS.
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 30 day of May, 2008
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.

Print Name:

Notary Public, State of:
Serial Number, if any:

My commission expires:

 **Leona Hurrell**
Commission # DD395417
Expires May 3, 2009
Bonded Troy Feltz - Insurance, Inc. 800-385-7019

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EXHIBIT "B"
ALLOCATED INTEREST

Unit #	Unit Type	Description	Square Footage	Allocated Interest
Moose Lodge				
3301A	A1	1 BR/1 BA	<u>775</u>	0.40%
3301B	B1	Studio	<u>360</u>	0.18%
3303A	A1	1 BR/1 BA	<u>775</u>	0.40%
3303B	B1	Studio	<u>360</u>	0.18%
3305A	A1	1 BR/1 BA	<u>775</u>	0.40%
3305B	B1	Studio	<u>360</u>	0.18%
3400	C1, B1, B1	4 BR/4 BA	<u>2150</u>	1.10%
3401	A1, B1	2 BR/2 BA	<u>1135</u>	0.58%
3402	B5	Studio	<u>420</u>	0.22%
3403A	A1	1 BR/1 BA	<u>775</u>	0.40%
3403B	B1	Studio	<u>360</u>	0.18%
3404	B1	Studio	<u>360</u>	0.18%
3405	A7	1 BR/1 BA	<u>895</u>	0.46%
3406	A2, B1	2 BR/2 BA	<u>1135</u>	0.58%
3500	C1, B1, B1	4 BR/4 BA	<u>2150</u>	1.10%
3501A	A1	1 BR/1 BA	<u>775</u>	0.40%
3501B	B1	Studio	<u>360</u>	0.18%
3502	B5	Studio	<u>420</u>	0.22%
3503A	A1	1 BR/1 BA	<u>775</u>	0.40%
3503B	B1	Studio	<u>360</u>	0.18%
3504	B1	Studio	<u>360</u>	0.18%
3505	A7	1 BR/1 BA	<u>895</u>	0.46%
3506A	A1	1 BR/1 BA	<u>775</u>	0.40%
3506B	B1	Studio	<u>360</u>	0.18%
3508	A1, B1	2 BR/2 BA	<u>1135</u>	0.58%
3510	A4, B1	2 BR/2 BA	<u>1135</u>	0.58%
3512A	A1	1 BR/1 BA	<u>775</u>	0.40%
3512B	B1	Studio	<u>360</u>	0.18%
3514	A1	1 BR/1 BA	<u>775</u>	0.40%
3516	A6	1 BR/1 BA	<u>600</u>	0.31%
3518	B1	Studio	<u>360</u>	0.18%
3600	C1, B1, B1	4 BR/4 BA	<u>2150</u>	1.10%
3601A	A1	1 BR/1 BA	<u>775</u>	0.40%
3601B	B1	Studio	<u>360</u>	0.18%
3602	B5	Studio	<u>420</u>	0.22%
3603A	A1	1 BR/1 BA	<u>775</u>	0.40%
3603B	B1	Studio	<u>360</u>	0.18%
3604	B1	Studio	<u>360</u>	0.18%
3605	A7	1 BR/1 BA	<u>895</u>	0.46%
3606	A2, B1	2 BR/2 BA	<u>1135</u>	0.58%
3608	A1, B1	2 BR/2 BA	<u>1135</u>	0.58%

Underlined text indicates additions;
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3610	A4, B4	2 BR/2 BA	<u>1238</u>	0.64%
3612	A3, B1	2 BR/2 BA	<u>1132</u>	0.58%
3614	<u>A3</u> <u>B2</u>	2 BR/2 BA	<u>1135</u>	0.58%
3616	A1	1 BR/1 BA	<u>775</u>	0.40%
3618	A6	1 BR/1 BA	<u>600</u>	0.31%
3620	B1	Studio	<u>360</u>	0.18%
3700	C1, B1, B1	4 BR/4 BA	<u>2150</u>	1.10%
3701A	A1	1 BR/1 BA	<u>775</u>	0.40%
3701B	B1	Studio	<u>360</u>	0.18%
3702	B5	Studio	<u>420</u>	0.22%
3703A	A1	1 BR/1 BA	<u>775</u>	0.40%
3703B	B1	Studio	<u>360</u>	0.18%
3704	B1	Studio	<u>360</u>	0.18%
3705	A7	1 BR/1 BA	<u>895</u>	0.46%
3706	A2, B1	2 BR/2 BA	<u>1135</u>	0.58%
3708	A1, B1	2 BR/2 BA	<u>1135</u>	0.58%
3710	C1, B1, B4	4 BR/4 BA	<u>2268</u>	1.176%
3712	A1, B1	2 BR/2 BA	<u>1135</u>	0.58%
3714	A1	1 BR/1 BA	<u>775</u>	0.40%
3716	A6	1 BR/1 BA	<u>600</u>	0.31%
3718	B1	Studio	<u>360</u>	0.18%
3800	C1, B1, B1	4 BR/4 BA	<u>2150</u>	1.10%
3801A	A1	1 BR/1 BA	<u>775</u>	0.40%
3801B	B1	Studio	<u>360</u>	0.18%
3802	B5	Studio	<u>420</u>	0.22%
3803A	A1	1 BR/1 BA	<u>775</u>	0.40%
3803B	B1	Studio	<u>360</u>	0.18%
3804	B1	Studio	<u>360</u>	0.18%
3805	A7	1 BR/1 BA	<u>895</u>	0.46%
3806A	A2	1 BR/1 BA	<u>775</u>	0.40%
3806B	B1	Studio	<u>360</u>	0.18%
3808	A1, B1	2 BR/2 BA	<u>1135</u>	0.58%
3810	C1, B1, B4	4 BR/4 BA	<u>2268</u>	1.176%
3812	A1, B1	2 BR/2 BA	<u>1135</u>	0.58%
3814	A1	1 BR/1 BA	<u>775</u>	0.40%
3816	A6	1 BR/1 BA	<u>600</u>	0.31%
3818	B1	Studio	<u>360</u>	0.18%
3900	C1, B1, B1	4 BR/4 BA	<u>2150</u>	1.10%
3901	A1, B1	2 BR/2 BA	<u>1135</u>	0.58%
3902	B5	Studio	<u>420</u>	0.22%
3903A	A1	1 BR/1 BA	<u>775</u>	0.40%
3903B	B1	Studio	<u>360</u>	0.18%
3904	B1	Studio	<u>360</u>	0.18%
3905	A7	1 BR/1 BA	<u>895</u>	0.46%
3906	A2, B1	2 BR/2 BA	<u>1135</u>	0.58%
3908A	A1	1 BR/1 BA	<u>775</u>	0.40%
3908B	B1	Studio	<u>360</u>	0.18%
3910	C1, B1, B4	4 BR/4 BA	<u>2268</u>	1.176%

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3912	A1, B1	2 BR/2 BA	<u>1135</u>	0.58%
3914	A1	1 BR/1 BA	<u>775</u>	0.40%
3916	A6	1 BR/1 BA	<u>600</u>	0.31%
3918	B1	Studio	<u>360</u>	0.18%
				<hr/>
				39.620%

**Bison
Lodge**

4200	C1, B1, B1	4 BR/4 BA	<u>2150</u>	1.10%
4201	A1	1 BR/1 BA	<u>775</u>	0.40%
4202	A1, B1	2 BR/2 BA	<u>1135</u>	0.58%
4203	A1, B2	2 BR/2 BA	<u>1126</u>	0.58%
4204	A1	1 BR/1 BA	<u>775</u>	0.40%
4207	A1, B2	2 BR/2 BA	<u>1126</u>	0.58%
4209	A1, B1	2 BR/2 BA	<u>1135</u>	0.58%
4211	A1, B1	2 BR/2 BA	<u>1135</u>	0.58%
4300	C1, B1, B1	4 BR/4 BA	<u>2150</u>	1.10%
4301	A1	1 BR/1 BA	<u>775</u>	0.40%
4302	A1, B1	2 BR/2 BA	<u>1135</u>	0.58%
4303A	A1	1 BR/1 BA	<u>775</u>	0.40%
4303B	B2	Studio	<u>351</u>	0.18%
4304	A1, B1	2 BR/2 BA	<u>1135</u>	0.58%
4305	B3	Studio	<u>635</u>	0.33%
4306	A1	1 BR/1 BA	<u>775</u>	0.40%
4307	A1, B2	2 BR/2 BA	<u>1126</u>	0.58%
4309	A1, B1	2 BR/2 BA	<u>1135</u>	0.58%
4311	A1, B1	2 BR/2 BA	<u>1135</u>	0.58%
4400	C1, B1, B1	4 BR/4BA	<u>2150</u>	1.10%
4401	A1	1 BR/1 BA	<u>775</u>	0.40%
4402	A1, B1	2 BR/2 BA	<u>1135</u>	0.58%
4403	A1, B2	2 BR/2 BA	<u>1126</u>	0.58%
4404	A1, B1	2 BR/2 BA	<u>1135</u>	0.58%
4405	B3	Studio	<u>635</u>	0.33%
4406	A1	1 BR/1 BA	<u>775</u>	0.40%
4407	A1, B2	2 BR/2 BA	<u>1126</u>	0.58%
4408	D	4 BR/4BA	<u>1652</u>	0.85%
4409	A1, B1	2 BR/2 BA	<u>1135</u>	0.58%
4411A	A1	1 BR/1 BA	<u>775</u>	0.40%
4411B	B1	Studio	<u>360</u>	0.18%
4500	C1, B1, B1	4 BR/4BA	<u>2150</u>	1.10%
4501	A1	1 BR/1 BA	<u>775</u>	0.40%
4502	A1, B1	2 BR/2 BA	<u>1135</u>	0.58%
4503	A1, B2	2 BR/2 BA	<u>1126</u>	0.58%
4504	A1, B1	2 BR/2 BA	<u>1135</u>	0.58%
4505	B3	Studio	<u>635</u>	0.33%
4506	A1	1 BR/1 BA	<u>775</u>	0.40%
4507	A1, B2	2 BR/2 BA	<u>1126</u>	0.58%
4508	D	4 BR/4BA	<u>1652</u>	0.85%
4509	A1, B1	2 BR/2 BA	<u>1135</u>	0.58%

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4510	A5	1 BR/1 BA	<u>807</u>	0.41%
4511	A1, B1	2 BR/2 BA	<u>1135</u>	0.58%
4512	A1, B1	2 BR/2 BA	<u>1135</u>	0.58%
4514	A1, B1	2 BR/2 BA	<u>1135</u>	0.58%
4516	A1, B1	2 BR/2 BA	<u>1135</u>	0.58%
4600	C1, B1, B1	4 BR/4BA	<u>2150</u>	1.10%
4601	A1	1 BR/1 BA	<u>775</u>	0.40%
4602	A1, B1	2 BR/2 BA	<u>1135</u>	0.58%
4603A	A1	1 BR/1 BA	<u>775</u>	0.40%
4603B	B2	Studio	<u>351</u>	0.18%
4604	A1, B1	2 BR/2 BA	<u>1135</u>	0.58%
4605	B3	Studio	<u>635</u>	0.33%
4606	A1	1 BR/1 BA	<u>775</u>	0.40%
4607	A1, B2	2 BR/2 BA	<u>1126</u>	0.58%
4608	D	4 BR/4BA	<u>1652</u>	0.85%
4609A	A1	1 BR/1 BA	<u>775</u>	0.40%
4609B	B1	Studio	<u>360</u>	0.18%
4610	A5	1 BR/1 BA	<u>805</u>	0.41%
4611A	A1	1 BR/1 BA	<u>775</u>	0.40%
4611B	B1	Studio	<u>360</u>	0.18%
4612	A1, B1	2 BR/2 BA	<u>1135</u>	0.58%
4614	A1, B1	2 BR/2 BA	<u>1135</u>	0.58%
4616	A1, B1	2 BR/2 BA	<u>1135</u>	0.58%
4700	C1, B1, B1	4 BR/4BA	<u>2150</u>	1.10%
4701A	A1	1 BR/1 BA	<u>775</u>	0.40%
4702	A1, B1	2 BR/2 BA	<u>1135</u>	0.58%
4703A	A1	1 BR/1 BA	<u>775</u>	0.40%
4703B	B2	Studio	<u>351</u>	0.18%
4704	A1, B1	2 BR/2 BA	<u>1135</u>	0.58%
4705	B3	Studio	<u>635</u>	0.33%
4706	A1	1 BR/1 BA	<u>775</u>	0.40%
4707	A1, B2	2 BR/2 BA	<u>1126</u>	0.58%
4708	D	4 BR/4BA	<u>1652</u>	0.85%
4709	A1, B1	2 BR/2 BA	<u>1135</u>	0.58%
4710	A5	1 BR/1 BA	<u>805</u>	0.41%
4711A	A1	1 BR/1 BA	<u>775</u>	0.40%
4711B	B1	Studio	<u>360</u>	0.18%
4712	A1, B1	2 BR/2 BA	<u>1135</u>	0.58%
4714	A1, B1	2 BR/2 BA	<u>1135</u>	0.58%
4716A	A1	1 BR/1 BA	<u>775</u>	0.40%
4716B	B1	Studio	<u>360</u>	0.18%
4800	C1, B1, B1	4BR/4 BA	<u>2150</u>	1.10%
4801	A1	1 BR/1 BA	<u>775</u>	0.40%
4802	A1, B1	2 BR/2 BA	<u>1135</u>	0.58%
4803	A1, B2	2 BR/2 BA	<u>1126</u>	0.58%
4804	A1, B1	2 BR/2 BA	<u>1135</u>	0.58%
4805	B3	Studio	<u>635</u>	0.33%
4806	A1	1 BR/1 BA	<u>775</u>	0.40%

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~~Struck-through~~ text indicates deletions.

4807A	A1	1 BR/1 BA	<u>775</u>	0.40%
4807B	B1	Studio	<u>360</u>	0.18%
4808	D	4 BR/4BA	<u>1652</u>	0.85%
4809	A1, B1	2 BR/2 BA	<u>1135</u>	0.58%
4810	A5	1 BR/1 BA	<u>805</u>	0.41%
4811	A1, B1	2 BR/2 BA	<u>1135</u>	0.58%
4812	A1, B1	2 BR/2 BA	<u>1135</u>	0.58%
4814	A1, B1	2 BR/2 BA	<u>1135</u>	0.58%
4816	A1, B1	2 BR/2 BA	<u>1135</u>	0.58%
4907	A1, B1	2 BR/2 BA	<u>1135</u>	0.58%
4909	A1, B1	2 BR/2 BA	<u>1135</u>	0.58%
4910	A5	1 BR/1 BA	<u>805</u>	0.41%
4911A	A1	1 BR/1 BA	<u>775</u>	0.40%
4911B	B1	Studio	<u>360</u>	0.18%
4912	A1, B1	2 BR/2 BA	<u>1135</u>	0.58%
4914	A1, B1	2 BR/2 BA	<u>1135</u>	0.58%
4916	A1, B1	2 BR/2 BA	<u>1135</u>	0.58%
				<u>55.930%</u>
Total Bison & Moose Lodges				<u>95.560%</u>
Commercial Unit			<u>132,358</u>	<u>4.4550%</u>
Grand Total				100.00%

1. The allocated interests for the units are rounded to the nearest 1/100 of 1%.
2. The square footage listed for the units are approximations.

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

EXHIBIT "F"
RESORT UNIT TYPES

<u>Lodge</u>	<u>Unit #</u>	<u>Unit Type</u>	<u>Description</u>
Moose	3301A	A1	1B/1B
	3301B	B1	Studio
	3303A	A1	1B/1B
	3303B	B1	Studio
	3305A	A1	1B/1B
	3305B	B1	Studio
	3400	C1,B1,B1	4B/4B
	3401	A1,B1	2B/2B
	3402	B5	Studio
	3403A	A1	1B/1B
	3403B	B1	Studio
	3404	B1	Studio
	3405	A7	1B/1B
	3406	A2/B1	2B/2B
	3500	C1,B1,B1	4B/4B
	3501A	A1	1B/1B
	3501B	B1	Studio
	3502	B5	Studio
	3503A	A1	1B/1B
	3503B	B1	Studio
	3504	B1	Studio
	3505	A7	1B/1B
	3506A	A1	1B/1B
	3506B	B1	Studio
	3508	A1,B1	2B/2B
	3510	A4,B1	2B/2B
	3512A	A1	1B/1B
	3512B	B1	Studio
	3514	A1	1B/1B
	3516	A6	1B/1B
	3518	B1	Studio
	3600	C1,B1,B1	4B/4B
	3601A	A1	1B/1B
	3601B	B1	Studio
	3602	B5	Studio
	3603A	A1	1B/1B
	3603B	B1	Studio
	3604	B1	Studio
	3605	A7	1B/1B
	3606	A2/B1	2B/2B
	3608	A1,B1	2B/2B
	3610	A4,B4	2B/2B
	3612	A3,B1	2B/2B
	3614	<u>A3</u> <u>B2</u> <u>1</u>	2B/2B
	3616	A1	1B/1B
	3618	A6	1B/1B
	3620	B1	Studio

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3700	C1,B1,B1	4B/4B
3701A	A1	1B/1B
3701B	B1	Studio
3702	B5	Studio
3703A	A1	1B/1B
3703B	B1	Studio
3704	B1	Studio
3705	A7	1B/1B
3706	A2/B1	2B/2B
3708	A1,B1	2B/2B
3710	C1,B1,B4	4B/4B
3712	A1,B1	2B/2B
3714	A1	1B/1B
3716	A6	1B/1B
3718	B1	Studio
3800	C1,B1,B1	4B/4B
3801A	A1	1B/1B
3801B	B1	Studio
3802	B5	Studio
3803A	A1	1B/1B
3803B	B1	Studio
3804	B1	Studio
3805	A7	1B/1B
3806A	A1	1B/1B
3806B	B1	Studio
3808	A1,B1	2B/2B
3810	C1,B1,B4	4B/4B
3812	A1,B1	2B/2B
3814	A1	1B/1B
3816	A6	1B/1B
3818	B1	Studio
3900	C1,B1,B1	4B/4B
3901	A1,B1	2B/2B
3902	B5	Studio
3903A	A1	1B/1B
3903B	B1	Studio
3904	B1	Studio
3905	A7	1B/1B
3906	A2/B1	2B/2B
3908A	A1	1B/1B
3908B	B1	Studio
3910	C1,B1,B4	4B/4B
3912	A1,B1	2B/2B
3914	A1	1B/1B
3916	A6	1B/1B
3918	B1	Studio
Bison 4200	C1,B1,B1	4B/4B
4201	A1	1B/1B
4202	A1,B1	2B/2B
4203	A1,B2	2B/2B
4204	A1	1B/1B
4207	A1,B2	2B/2B
4209	A1,B1	2B/2B

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4211	A1,B1	2B/2B
4300	C1,B1,B1	4B/4B
4301	A1	1B/1B
4302	A1,B1	2B/2B
4303A	A1	1B/1B
4303B	B2	Studio
4304	A1,B1	2B/2B
4305	B3	Studio
4306	A1	1B/1B
4307	A1,B2	2B/2B
4309	A1,B1	2B/2B
4311	A1,B1	2B/2B
4400	C1,B1,B1	4B/4B
4401	A1	1B/1B
4402	A1,B1	2B/2B
4403	A1,B2	2B/2B
4404	A1,B1	2B/2B
4405	B3	Studio
4406	A1	1B/1B
4407	A1,B2	2B/2B
4408	D	4B/4B
4409	A1,B1	2B/2B
4411A	A1	1B/1B
4411B	B1	Studio
4500	C1,B1,B1	4B/4B
4501	A1	1B/1B
4502	A1,B1	2B/2B
4503	A1,B2	2B/2B
4504	A1,B1	2B/2B
4505	B3	Studio
4506	A1	1B/1B
4507	A1,B2	2B/2B
4508	D	4B/4B
4509	A1,B1	2B/2B
4510	A5	1B/1B
4511	A1,B1	2B/2B
4512	A1,B1	2B/2B
4514	A1,B1	2B/2B
4516	A1,B1	2B/2B
4600	C1,B1,B1	4B/4B
4601	A1	1B/1B
4602	A1,B1	2B/2B
4603A	A1	1B/1B
4603B	B2	Studio
4604	A1,B1	2B/2B
4605	B3	Studio
4606	A1	1B/1B
4607	A1,B2	2B/2B
4608	D	4B/4B
4609A	A1	1B/1B
4609B	B1	Studio
4610	A5	1B/1B
4611A	A1	1B/1B

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4611B	B1	Studio
4612	A1,B1	2B/2B
4614	A1,B1	2B/2B
4616	A1,B1	2B/2B
4700	C1,B1,B1	4B/4B
4701A	A1	1B/1B
4702	A1,B1	2B/2B
4703A	A1	1B/1B
4703B	B2	Studio
4704	A1,B1	2B/2B
4705	B3	Studio
4706	A1	1B/1B
4707	A1,B2	2B/2B
4708	D	4B/4B
4709	A1,B1	2B/2B
4710	A5	1B/1B
4711A	A1	1B/1B
4711B	B1	Studio
4712	A1,B1	2B/2B
4714	A1,B1	2B/2B
4716A	A1	1B/1B
4716B	A4B1	Studio
4800	C1,B1,B1	4B/4B
4801	A1	1B/1B
4802	A1,B1	2B/2B
4803	A1,B2	2B/2B
4804	A1,B1	2B/2B
4805	B3	Studio
4806	A1	1B/1B
4807A	A1	1B/1B
4807B	B2	Studio
4808	D	4B/4B
4809	A1,B1	2B/2B
4810	A5	1B/1B
4811	A1,B1	2B/2B
4812	A1,B1	2B/2B
4814	A1,B1	2B/2B
4816	A1,B1	2B/2B
4907	A1,B2	2B/2B
4909	A1,B1	2B/2B
4910	A5	1B/1B
4911A	A1	1B/1B
4911B	<u>B1</u>	Studio
4912	A1,B1	2B/2B
4914	A1,B1	2B/2B
4916	A1,B1	2B/2B

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EXHIBIT "G"

UNITS THAT MAY BE SUBMITTED TO TIMESHARE OWNERSHIP

Unit Numbers Moose Lodge

3406
3500
3600
3700
3810

Bison Lodge

4200
4203
4207
4209
4211
4300
4302
4304
4400
4500
4600

K:\HNB\00108 - CFI\1555 park city bldg 19\Building 19\Amendment to Declaration\First Amendment to Declaration v4.DOC

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

Prepared by & Return to:
Heidi Boyles, Esq.
Greenspoon Marder, P.A.
201 E. Pine St., #500
Orlando, FL 32801

JOINDER AND CONSENT OF MORTGAGEE

Bank of America, N.A., a national banking corporation, whose mailing address is P.O. Box 31590, Tampa, FL 33631 ("Mortgagee"), is the owner and holder of the Deed of Trust, Assignment of Rents and Leases and Security Agreement recorded in Book 1886, beginning at Page 129 (the "Mortgage"), in the Public Records of Summit County Recorder ("Public Records"). The Mortgage encumbers the property submitted to a condominium plan (the "Resort") pursuant to the Declaration of Condominium and Declaration of Covenants, Conditions and Restrictions for The Resort, recorded in Book 1874, beginning at Page 479, of the Public Records, (the "Declaration"). The Declaration is being amended by and through a First Amendment to Declaration ("First Amendment"), to be recorded immediately prior to the recordation of this instrument.

Mortgagee hereby joins in and consents to the making of the First Amendment, and agrees that the lien of its Mortgage shall be upon the condominium units and undivided percentage interest in the Common Areas and Facilities appurtenant thereto according to the Declaration, as amended by the First Amendment, and that, in the event of foreclosure of the Mortgage, the Declaration shall remain effective in accordance with its terms. Mortgagee's execution of this instrument and joinder in the First Amendment, is not intended as, and shall not be deemed to give rise to, an assumption by Mortgagee of any obligations or liabilities of the developer or declarant under the Declaration or of any person.

Dated on this 25 day of June, 2008.

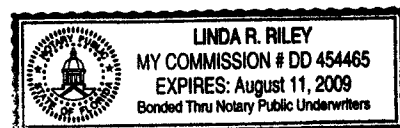
WITNESSES:

BANK OF AMERICA, N.A., a national banking corporation

Linda R. Riley
Print Name: Linda R. Riley

Sherron L. Brooks
Print Name: Sherron L. Brooks

By: Denise M. Bell
Print Name: Denise M. Bell
As Its: SVP



STATE OF FLORIDA)
)ss.:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this 25 day of June, 2008, by Denise M. Bell, as SVP of and on behalf of Bank of America, N.A., a national banking corporation. He/She is personally known to me or produced _____ as identification.

Name: Linda R. Riley

Linda R. Riley
Print

My Commission Expires:

[SEAL]

