

THIS INSTRUMENT PREPARED BY:  
AND RETURN TO:  
Heidi Boyles, Esq.  
Greenspoon Marder, P.A.  
201 East Pine Street, Suite 500  
Orlando, Florida 32801

**ENTRY NO. 00851216**

07/28/2008 04:14:54 PM B: 1942 P: 0605

Declaration PAGE 1/6

ALAN SPRIGGS, SUMMIT COUNTY RECORDER  
FEE 222.00 BY GREENSPOON MARDER



**SECOND 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 Second 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 30<sup>th</sup> 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 and described on Exhibit "A" attached hereto and incorporated herein, 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. Article XIV, Section 14.2 of the Declaration is hereby deleted in its entirety.
3. Article XIV, Section 14.4 of the Declaration is hereby amended as follows:

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

14.4 There is hereby established a period of Developer control of the Association, during which period Developer or persons designated by Developer shall have the authority to appoint and remove officers of the Association and members of the Board. The period of Developer's control shall terminate upon the ~~first~~ last to occur of the following: (i) six (6) years from the date of recording of this Declaration, or (ii) the date of the conveyance by Declarant of Units to which three-fourths (3/4ths) of the undivided interest in Common Areas and Facilities appertain, and which may be created at any time or from time to time by this Declaration, to Owners (other than Declarant, or an affiliate of Declarant) or (iii) after all Additional Land has been added to the Project, ~~whichever occurs last~~ (the "Turnover Date"). Declarant may voluntarily surrender the right to elect, appoint and remove the members of the Board and the officers prior to the Turnover Date, but, in that event, Declarant may require that specified actions of the Association or the Board taken prior to the Turnover Date, as described in a recorded instrument executed by Declarant, be approved by Declarant before they become effective.

Upon the Turnover Date, the Board shall be elected in accordance with the By-Laws of the Association.

4. The following language is hereby added to the end of Article XXI:

Pursuant to Section 3.5 of the RVMA, each Owner is a Class B Member of the Canyons Resort Village Association, Inc. (the "Canyons Association") and, by virtue thereof, is entitled to vote in connection with the election of three (3) members of the Board of Trustees of the Canyons Association (the "Owner Vote"), as more particularly provided in Section 3.6 of the RVMA. Each Owner hereby grants unto the Association the right to cast the Owner Vote as agent for and on behalf of said Owner. The Association shall exercise the foregoing right and shall cast the Owner Vote through a majority vote of its Board of Directors.

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

6. 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;  
~~Struck-through~~ text indicates deletions.

IN WITNESS WHEREOF, the Developer has executed this Second 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 Kaza

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.

My commission expires:

Print Name:

Notary Public, State of:

Serial Number, if any:



Leona Hurrell  
Commission # DD395417  
Expires May 3, 2009  
Bonded Troy Fain - Insurance, Inc. 800-385-7010

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

EXHIBIT "A"

Bison Lodge

Beginning at a point N89°59'43"W 1347.95 feet along the Section Line and North 147.79 feet from the Southeast Corner of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian; and running thence N47°29'38"W 190.67 feet; thence N42°30'23"E 83.00 feet; thence S47°29'45"E 109 feet; thence N42°29'49"E 121.02 feet; thence S47°29'37"E 81.70 feet; thence S42°30'37"W 204.01 feet to the point of beginning  
Contains 25,710 Square Feet or 0.590 Acres

Moose Lodge

Beginning at a point N89°59'43"W 1488.51 feet along the Section Line and North 276.60 feet from the Southeast Corner of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian; and running thence N47°29'38"W 20.76 feet; thence N74°29'38"W 112.60 feet; thence N15°40'46"E 82.67 feet; thence S74°29'44"E 91.72 feet; thence N15°30'22"E 121.33 feet; thence S74°29'33"E 80.00 feet; thence S15°30'30"W 141.10 feet; thence N47°29'45"W 3.58 feet; thence S42°30'23"W 83.00 feet to the point of beginning.  
Contains 22,758 Square Feet or 0.522 Acres.

Said property is also known by the street address of:  
3000 Canyons Resorts Drive, Park City, UT 84098

Serial No. LWPCRS-Unit #-200 units

**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"), as amended by that certain First Amendment to Declaration dated July 2, 2008, recorded in Book 1938, beginning at Page 0477, of the Public Records. The Declaration is being amended by and through a Second Amendment to Declaration ("Second Amendment"), to be recorded immediately prior to the recordation of this instrument.

Mortgagee hereby joins in and consents to the making of the Second 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 Second 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 Second 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 24 day of July, 2008.

WITNESSES:

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

Regina M. Kelly  
Print Name: Regina M. Kelly

Sandra L. Cox  
Print Name: Sandra L. Cox

By: Kyle Erikson Workinger  
Print Name: KYLE ERIKSON WORKINGER  
As Its: Vice President

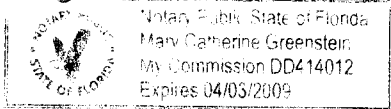
STATE OF FLORIDA           )  
  )ss.:  
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 24 day of July, 2008, by Chyle Erickson Clerkinger, as Vice President 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: Mary Catherine Greenstein  
My Commission Expires:

Print Mary Catherine Greenstein

[SEAL]



**RECORDERS NOTE**  
**DUE TO THE COLOR OF THE INK**  
**OF THE NOTARY SEAL AFFIXED**  
**TO THIS DOCUMENT, THE**  
**SEAL MAY BE UNSATISFACTORY**  
**FOR COPYING.**