

THIS INSTRUMENT PREPARED BY:  
AND RETURN TO:  
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201 East Pine Street, Suite 500  
Orlando, Florida 32801

**ENTRY NO. 00863684**

01/26/2009 10:06:21 AM B: 1964 P: 1024

Amendment PAGE 1/15

ALAN SPRIGGS, SUMMIT COUNTY RECORDER

FEE 238.00 BY WESTGATE RESORTS LTD



**THIRD 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 Third 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 8<sup>th</sup> day of July, 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. Exhibit "B" to the Declaration is hereby modified as set forth on Exhibit "B" attached

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

hereto and incorporated herein.

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

4. Article II, Section 2.1 is hereby amended to provide as follows:

2.1 General Description of the Project. The Project will consist of one (1) building, which may be developed in up to two (2) Phases, in accordance with the Act, containing ~~one hundred ninety-nine (199)~~ two hundred one (201) Resort Units and one (1) Commercial Unit. Phase I will be known as "The Moose Lodge" and will contain ~~93~~ 95 Units, and Phase II, if developed, will be known as "The Bison Lodge" and will contain 106 Units. The Commercial Unit may include portions of both Phases. The Property and all improvements situated thereon are and shall be held, occupied, maintained, improved, transferred, sold, leased, assigned, conveyed, increased, modified, or altered in accordance with the provisions of this Declaration. The provisions of this Declaration shall constitute restrictive and protective covenants, conditions, restrictions, and reservations which shall run with the Property and all improvements thereon, and any additional property and improvements made subject to the provisions of this Declaration and to any timeshare declaration, if applicable, and which shall bind and inure to the benefit of Declarant, its successors and assigns, and all subsequent Owners, their heirs, successors, and assigns. The Project is subject to the Act. The Declarant's right to add Phase II shall expire seven (7) years from the date of recording this Declaration.

5. The following language is hereby added to the definition of "Commercial Unit" set forth in Article I, Section 1.1 of the Declaration:

As shown on the Plat, only those portions of the Commercial Unit specifically designated for use as "Retail" may be used for shops, stores, boutiques and/or similar commercial purposes.

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

7. 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]**

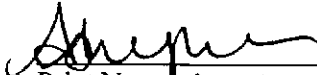
Underlined text indicates additions;  
Struck-through text indicates deletions.


IN WITNESS WHEREOF, the Developer has executed this Third 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

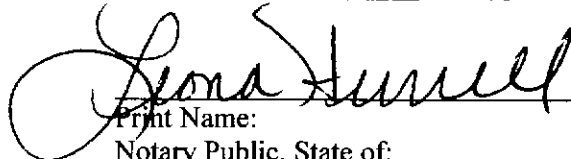
  
Print Name: Ashley Walker

  
Print Name: Maria E. Santiago

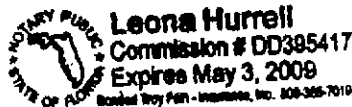
  
BY: DAVID A. SIEGEL, President

STATE OF FLORIDA            )  
  ) SS  
COUNTY OF ORANGE        )

The foregoing instrument was acknowledged before me this 8 day of July, 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:



K:\HNB\00108 - CFT\1555 park city bldg 19\Building 19\Amendment to Declaration\Third Amendment to Declaration.DOC

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

**EXHIBIT "B"**  
**ALLOCATED INTEREST**

Unit #	Unit Type	Description	Square Footage	Allocated Interest
<b>Moose Lodge</b>				
3301A	A1	1 BR/1 BA	775	0.40%
3301B	B1	Studio	360	0.18%
3303A	A1	1 BR/1 BA	775	0.40%
3303B	B1	Studio	360	0.18%
3305A	A1	1 BR/1 BA	775	0.40%
3305B	B1	Studio	360	0.18%
3400	C1, B1, B1	4 BR/4 BA	2150	1.10%
3401	A1, B1	2 BR/2 BA	1135	0.58%
3402	B5	Studio	420	0.22%
3403A	A1	1 BR/1 BA	775	0.40%
3403B	B1	Studio	360	0.18%
3404	B1	Studio	360	0.18%
3405	A7	1 BR/1 BA	895	0.46%
3406	A2, B1	2 BR/2 BA	1135	0.58%
3500	C1, B1, B1	4 BR/4 BA	2150	1.10%
3501A	A1	1 BR/1 BA	775	0.40%
3501B	B1	Studio	360	0.18%
3502	B5	Studio	420	0.22%
3503A	A1	1 BR/1 BA	775	0.40%
3503B	B1	Studio	360	0.18%
3504	B1	Studio	360	0.18%
3505	A7	1 BR/1 BA	895	0.46%
3506A	A1	1 BR/1 BA	775	0.40%
3506B	B1	Studio	360	0.18%
<del>3508</del>	<del>A1, B1</del>	<del>2 BR/2 BA</del>	<del>-</del>	<del>0.58%</del>
<u>3508A</u>	<u>A1</u>	<u>1 BR/1 BA</u>	<u>775</u>	<u>0.40%</u>
<u>3508B</u>	<u>B1</u>	<u>Studio</u>	<u>360</u>	<u>0.18%</u>
3510	A4, B1	2 BR/2 BA	1135	0.58%
<u>3511</u>	<u>B6</u>	<u>Studio</u>	<u>485</u>	<u>0.25%</u>
3512A	A1	1 BR/1 BA	775	0.40%
3512B	B1	Studio	360	0.18%
3514	A1	1 BR/1 BA	775	0.40%
3516	A6	1 BR/1 BA	600	0.31%
3518	B1	Studio	360	0.18%
3600	C1, B1, B1	4 BR/4 BA	2150	1.10%
3601A	A1	1 BR/1 BA	775	0.40%
3601B	B1	Studio	360	0.18%
3602	B5	Studio	420	0.22%
3603A	A1	1 BR/1 BA	775	0.40%

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3603B	B1	Studio	360	0.18%
3604	B1	Studio	360	0.18%
3605	A7	1 BR/1 BA	895	0.46%
3606	A2, B1	2 BR/2 BA	1135	0.58%
3608	A1, B1	2 BR/2 BA	1135	0.58%
3610	A4, B4	2 BR/2 BA	1238	0.64%
3612	A3, B1	2 BR/2 BA	1132	0.58%
3614	A <u>3</u> 1 B <u>2</u> 1	2 BR/2 BA	1135	0.58%
3616	A1	1 BR/1 BA	775	0.40%
3618	A6	1 BR/1 BA	600	0.31%
3620	B1	Studio	360	0.18%
3700	C1, B1, B1	4 BR/4 BA	2150	1.10%
3701A	A1	1 BR/1 BA	775	0.40%
3701B	B1	Studio	360	0.18%
3702	B5	Studio	420	0.22%
3703A	A1	1 BR/1 BA	775	0.40%
3703B	B1	Studio	360	0.18%
3704	B1	Studio	360	0.18%
3705	A7	1 BR/1 BA	895	0.46%
3706	A2, B1	2 BR/2 BA	1135	0.58%
3708	A1, B1	2 BR/2 BA	1135	0.58%
3710	C1, B1, B4	4 BR/4 BA	2268	1.16%
3712	A1, B1	2 BR/2 BA	1135	0.58%
3714	A1	1 BR/1 BA	775	0.40%
3716	A6	1 BR/1 BA	600	0.31%
3718	B1	Studio	360	0.18%
3800	C1, B1, B1	4 BR/4 BA	2150	1.10%
3801A	A1	1 BR/1 BA	775	0.40%
3801B	B1	Studio	360	0.18%
3802	B5	Studio	420	0.22%
3803A	A1	1 BR/1 BA	775	0.40%
3803B	B1	Studio	360	0.18%
3804	B1	Studio	360	0.18%
3805	A7	1 BR/1 BA	895	0.46%
3806A	A2	1 BR/1 BA	775	0.40%
3806B	B1	Studio	360	0.18%
3808	A1, B1	2 BR/2 BA	1135	0.58%
3810	C1, B1, B4	4 BR/4 BA	2268	1.16%
3812	A1, B1	2 BR/2 BA	1135	0.58%
3814	A1	1 BR/1 BA	775	0.40%
3816	A6	1 BR/1 BA	600	0.31%
3818	B1	Studio	360	0.18%
3900	C1, B1, B1	4 BR/4 BA	2150	1.10%
3901	A1, B1	2 BR/2 BA	1135	0.58%
3902	B5	Studio	420	0.22%
3903A	A1	1 BR/1 BA	775	0.40%
3903B	B1	Studio	360	0.18%
3904	B1	Studio	360	0.18%

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3905	A7	1 BR/1 BA	895	0.46%
3906	A2, B1	2 BR/2 BA	1135	0.58%
3908A	A1	1 BR/1 BA	775	0.40%
3908B	B1	Studio	360	0.18%
3910	C1, B1, B4	4 BR/4 BA	2268	1.16%
3912	A1, B1	2 BR/2 BA	1135	0.58%
3914	A1	1 BR/1 BA	775	0.40%
3916	A6	1 BR/1 BA	600	0.31%
3918	B1	Studio	360	0.18%
				<hr/>
				39.60%

**Bison  
Lodge**

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

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4505	B3	Studio	635	0.33%
4506	A1	1 BR/1 BA	775	0.40%
4507	A1, B2	2 BR/2 BA	1126	0.58%
4508	D	4 BR/4BA	1652	0.85%
4509	A1, B1	2 BR/2 BA	1135	0.58%
4510	A5	1 BR/1 BA	807	0.41%
4511	A1, B1	2 BR/2 BA	1135	0.58%
4512	A1, B1	2 BR/2 BA	1135	0.58%
4514	A1, B1	2 BR/2 BA	1135	0.58%
4516	A1, B1	2 BR/2 BA	1135	0.58%
4600	C1, B1, B1	4 BR/4BA	2150	1.10%
4601	A1	1 BR/1 BA	775	0.40%
4602	A1, B1	2 BR/2 BA	1135	0.58%
4603A	A1	1 BR/1 BA	775	0.40%
4603B	B2	Studio	351	0.18%
4604	A1, B1	2 BR/2 BA	1135	0.58%
4605	B3	Studio	635	0.33%
4606	A1	1 BR/1 BA	775	0.40%
4607	A1, B2	2 BR/2 BA	1126	0.58%
4608	D	4 BR/4BA	1652	0.85%
4609A	A1	1 BR/1 BA	775	0.40%
4609B	B1	Studio	360	0.18%
4610	A5	1 BR/1 BA	805	0.41%
4611A	A1	1 BR/1 BA	775	0.40%
4611B	B1	Studio	360	0.18%
4612	A1, B1	2 BR/2 BA	1135	0.58%
4614	A1, B1	2 BR/2 BA	1135	0.58%
4616	A1, B1	2 BR/2 BA	1135	0.58%
4700	C1, B1, B1	4 BR/4BA	2150	1.10%
4701	A1	1 BR/1 BA	775	0.40%
4702	A1, B1	2 BR/2 BA	1135	0.58%
4703A	A1	1 BR/1 BA	775	0.40%
4703B	B2	Studio	351	0.18%
4704	A1, B1	2 BR/2 BA	1135	0.58%
4705	B3	Studio	635	0.33%
4706	A1	1 BR/1 BA	775	0.40%
4707	A1, B2	2 BR/2 BA	1126	0.58%
4708	D	4 BR/4BA	1652	0.85%
4709	A1, B1	2 BR/2 BA	1135	0.58%
4710	A5	1 BR/1 BA	805	0.41%
4711A	A1	1 BR/1 BA	775	0.40%
4711B	B1	Studio	360	0.18%
4712	A1, B1	2 BR/2 BA	1135	0.58%
4714	A1, B1	2 BR/2 BA	1135	0.58%
4716A	A1	1 BR/1 BA	775	0.40%
4716B	B1	Studio	360	0.18%
4800	C1, B1, B1	4BR/4 BA	2150	1.10%
4801	A1	1 BR/1 BA	775	0.40%

Underlined text indicates additions;  
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4802	A1, B1	2 BR/2 BA	1135	0.58%
4803	A1, B2	2 BR/2 BA	1126	0.58%
4804	A1, B1	2 BR/2 BA	1135	0.58%
4805	B3	Studio	635	0.33%
4806	A1	1 BR/1 BA	775	0.40%
4807A	A1	1 BR/1 BA	775	0.40%
4807B	B1	Studio	360	0.18%
4808	D	4 BR/4BA	1652	0.85%
4809	A1, B1	2 BR/2 BA	1135	0.58%
4810	A5	1 BR/1 BA	805	0.41%
4811	A1, B1	2 BR/2 BA	1135	0.58%
4812	A1, B1	2 BR/2 BA	1135	0.58%
4814	A1, B1	2 BR/2 BA	1135	0.58%
4816	A1, B1	2 BR/2 BA	1135	0.58%
4907	A1, B1	2 BR/2 BA	1135	0.58%
4909	A1, B1	2 BR/2 BA	1135	0.58%
4910	A5	1 BR/1 BA	805	0.40%
4911A	A1	1 BR/1 BA	775	0.40%
4911B	B1	Studio	360	0.18%
4912	A1, B1	2 BR/2 BA	1135	0.58%
4914	A1, B1	2 BR/2 BA	1135	0.58%
4916	A1, B1	2 BR/2 BA	1135	0.58%
				<hr/>
				55.90%
<b>Total Bison &amp; Moose Lodges</b>				95.50%
<b>Commercial Unit</b>			132,358	4.50%
<b>Grand Total</b>				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.

3.

**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
	<del>3508</del>	<del>A1,B1</del>	<del>2B/2B</del>
	<u>3508A</u>	<u>A1</u>	<u>1B/1B</u>
	<u>3508B</u>	<u>B1</u>	<u>Studio</u>
	3510	A4,B1	2B/2B
	<u>3511</u>	<u>B6</u>	<u>Studio</u>
	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

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~~Struck-through~~ text indicates deletions.

3612	A3,B1	2B/2B
3614	<u>A3</u> <u>B2</u>	2B/2B
3616	A1	1B/1B
3618	A6	1B/1B
3620	B1	Studio
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

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

4202	A1,B1	2B/2B
4203	A1,B2	2B/2B
4204	A1	1B/1B
4207	A1,B2	2B/2B
4209	A1,B1	2B/2B
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

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

4608	D	4B/4B
4609A	A1	1B/1B
4609B	B1	Studio
4610	A5	1B/1B
4611A	A1	1B/1B
4611B	B1	Studio
4612	A1,B1	2B/2B
4614	A1,B1	2B/2B
4616	A1,B1	2B/2B
4700	C1,B1,B1	4B/4B
4701	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	B1	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	B1	Studio
4912	A1,B1	2B/2B
4914	A1,B1	2B/2B
4916	A1,B1	2B/2B

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

**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 and that certain Second Amendment to Declaration dated May 30, 2008, recorded in Book 1942, beginning at Page 0605, of the Public Records. The Declaration is being amended by and through a Third Amendment to Declaration ("Third Amendment"), to be recorded immediately prior to the recordation of this instrument.

Mortgagee hereby joins in and consents to the making of the Third 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 Third 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 Woringer  
Print Name: KYLE ERIKSON WORINGER  
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 Kyle E. Kiser, Jr., 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       Print Mary Catherine Greenstein  
My Commission Expires: \_\_\_\_\_

[SEAL]

