

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. 00895483

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Declaration PAGE 1/7

ALAN SPRIGGS, SUMMIT COUNTY RECORDER

FEE 223.00 BY GREENSPOON MARDER PA



**FIFTH 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 Fifth 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 31st day of March, 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 VII of the Declaration is hereby amended as follows:

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

The Developer shall initially guaranty the Common Expenses of the Association. The Developer's guaranty shall remain in effect until such time as Developer notifies the Association, in writing, that the guaranty is no longer in effect, at which time the Developer shall be required to pay assessments in the same fashion as all other Owners. During any such period of guaranty, the Developer shall not be required to pay any assessments levied against Developer owned Units ~~Weeks~~, provided, however, during such period of the Developer's guaranty, Developer shall be obligated to pay for any amount required to pay the Common Expenses not receivable from Owners other than Developer.

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

4. 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 Fifth 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

Ashley Walker
Print Name: Ashley Walker

Aileen m. Yates
Print Name: Aileen m. Yates

BY 
DAVID A. SIEGEL, President

STATE OF FLORIDA)
COUNTY OF ORANGE)
) SS

The foregoing instrument was acknowledged before me this 31 day of March, 2010, 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 # DD 865785
Expires May 3, 2013
General Auto Fire Insurance (800-386-7019)

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

EXHIBIT A
LEGAL DESCRIPTION OF THE CONDOMINIUM

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

3301 A-AM

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, that certain Second Amendment to Declaration dated May 30, 2008, recorded in Book 1942, beginning at Page 0605, of the Public Records, that certain Third Amendment to Declaration dated July 8, 2008, recorded in Book 1964, beginning at Page 1024, of the Public Records, and that certain Fourth Amendment to Declaration dated November 4, 2008, recorded in Book 1965, beginning at Page 1624 of the Public Records. The Declaration is being amended by and through a Fifth Amendment to Declaration ("Fifth Amendment"), to be recorded immediately prior to the recordation of this instrument.

Mortgagee hereby joins in and consents to the making of the Fifth 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 Fifth 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 31 day of March, 2010.

WITNESSES:

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

Jennifer Gottlieb
Print Name: Jennifer Gottlieb

Steven King
Print Name: Steven King

By: Michelle Bernardo
Print Name: Michelle Bernardo
As Its: Senior Vice President

STATE OF FLORIDA)
COUNTY OF Palm Beach)ss.:)

The foregoing instrument was acknowledged before me this 31 day of March, 2010, by Michelle Bernardo 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: Brenda Benvea

Print

BRENDA BERNARD

My Commission Expires:

[SEAL]

