

THIS INSTRUMENT PREPARED BY
AND RETURN TO:
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ENTRY NO. 00969448

05/03/2013 04:20:15 PM B: 2184 P: 0425

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ALAN SPRIGGS, SUMMIT COUNTY RECORDER

FEE 14.00 BY GREENSPOON MARDER



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

WBC-1-1AM

THIS NINTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WESTGATE PARK CITY RESORT & SPA, A TIMESHARE RESORT (the "Amendment"), is made this 24 day of April, 2013, 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 is amended as hereinafter set forth.

1. Article XXI of the Declaration is amended in its entirety to read and provide as follows:

ARTICLE XXI

RIGHT OF FIRST REFUSAL

In the event any Owner wishes to sell or transfer his Timeshare Interest, the Developer or its assignee shall have the option to acquire the Timeshare Interest, upon the same conditions as are offered by the Owner to a third person. Any attempt by the

Owner to consummate any sale or transfer of the Timeshare Interest prior to satisfaction of the requirements set forth below and without waiver of the right of first refusal by the Developer shall be wholly null and void, and shall confer no title or interest whatsoever upon any transferee; provided however, any deed may be validated by subsequent approval by the Developer in the event of a sale or transfer without prior approval as herein provided.

Should an Owner wish to sell or transfer his Timeshare Interest, he shall deliver to the Developer a written notice (the "Owner Notice") containing a copy of the executed purchase agreement between buyer and seller, together with all other documents or agreements relating to the transaction, including, but not limited to, any documents pursuant to which the Owner is making any payment of consideration to the transferee, any affiliate of transferee or any other party in connection with the proposed transaction (collectively the "Transaction Documents"), all of which shall be executed subject to the Developer's waiver of its right of first refusal and consent to the sale or transfer. This right of first refusal specifically entitles the Developer to exercise all terms of the Transaction Documents, whether contained in one agreement or multiple documents, including the right to receive any consideration paid by the Owner as part of the Transaction Documents. The Developer shall have fourteen (14) days from receipt of the Owner Notice to request supplemental information ("Supplemental Information") that it deems necessary in order to fully evaluate the transaction. The Owner shall submit to the Developer, within five (5) days from receipt of any request by the Developer, any Supplemental Information as may be required by the Developer.

The Developer, within fourteen (14) days after receiving the Owner Notice and all Supplemental Information, shall either consent to the transaction specified in the Owner Notice, or by written notice to be delivered to the Owner's last known address (or mailed to the place designated by the Owner in the Owner Notice), designate the Developer, or one or more persons, who are willing to acquire the Timeshare Interest upon the same terms as those specified in the Owner Notice, and the Owner shall close the transaction in accordance with the Transaction Documents. If the Owner does not supply the Supplemental Information that is requested by the Developer on a timely basis, then the Developer is under no obligation to respond to the Owner Notice. Such failure to respond shall not be deemed to be a waiver of the right of first refusal. Except as set forth herein, failure of the Developer to exercise the right of first refusal within the fourteen (14) day period shall be deemed consent by the Developer to the transaction specified in the Owner Notice, and the Owner shall be free to make or accept the offer specified in the Owner Notice, and transfer the Timeshare Interest pursuant thereto to the prospective transferee named therein in accordance with the Transaction Documents submitted to the Developer.

In the event the sale or transfer to a third party is approved by the Developer but is not ultimately consummated, the Owner may not sell or transfer his Timeshare Interest without further complying with the terms and conditions of this section.

The consent of the Developer shall be in proper recordable form and shall be delivered to the Owner. Should the Developer fail to act, as herein set forth, and within the time provided herein, the Developer shall, nevertheless, thereafter prepare and deliver its written approval in proper recordable form, as aforesaid, and no conveyance of title or interest whatsoever shall be deemed valid without the consent of the Developer as herein set forth.

This provision may not be amended without the consent of the Developer. Without limiting the generality of the Developer's right to amend as contained herein, the Developer specifically reserves the right to amend this paragraph in order to set forth

such additional terms and conditions as may be necessary to carry out the purposes hereof.

The provisions hereof shall be a covenant running with the land and shall apply to all Owners, their heirs, successors and assigns who acquired their Timeshare Interest subject to the right of first refusal whether such Owner acquired the Timeshare Interest prior or subsequent to the effective date of this Amendment.

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

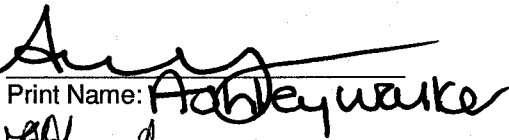
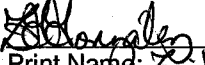
3. All other terms and provisions of the Declaration of Covenants, Conditions and Restrictions for Westgate Park City Resort & Spa, a Timeshare Resort, including all previous amendments which are hereby ratified and approved, not specifically amended or altered hereby, shall continue in full force and effect.

IN WITNESS WHEREOF, the Developer has executed this Amendment to the Declaration on the date set forth above.

Signed Sealed and Delivered
in the Presence of:

WESTGATE RESORTS, LTD., a Florida limited partnership

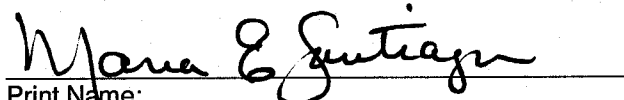
BY: WESTGATE RESORTS, INC., a Florida corporation and General Partner


Print Name: Ashley Wauke

Print Name: Zoila Gonzalez


BY: DAVID A. SIEGEL, PRESIDENT

STATE OF FLORIDA)
) SS.
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 24 day of April, 2013, 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.


Print Name:
Notary Public, State of Florida:
Serial Number, if any:

My commission expires:

