

THIS INSTRUMENT PREPARED BY  
AND RETURN TO:  
Leonard Lubart, Esq.  
Greenspoon Marder, P.A.  
100 West Cypress Creek Road  
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Fort Lauderdale, Florida 33309

**ENTRY NO. 00969449**

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Declaration PAGE 1/2

ALAN SPRIGGS, SUMMIT COUNTY RECORDER

FEE 12.00 BY GREENSPOON MARDER



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

THIS ELEVENTH 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**, pursuant to Article 2.4 of the Declaration, the Developer has the right to add additional Units by an amendment to the Declaration executed by the Developer alone; and,

**WHEREAS**, the amendments set forth herein do not prejudice or impair to any material extent the rights of any Owner.

**NOW, THEREFORE**, Section 1 of the Fourth Amendment to the Declaration is amended to read as follows:

1. Each of the Forty-one (41) Additional Units (the "Lodge Units") in The Lodge at Westgate Park City Resort & Spa, a Condominium (Building 19) Pursuant to the Sixth Amendment to The Lodge at Westgate Park City Resort & Spa, the Developer has the right to create timeshare units in any number of Condominium Units in The Lodge at Westgate Park City Resort & Spa (each, a "Lodge Unit"). A Lodge Unit shall be deemed added to the Resort Facility at the time the first Deed conveying a unit week in each Lodge Unit is recorded in the Public Records of Summit County. The Lodge Units include any Lodge Units that were added to the Resort prior to the effective date hereof. The legal description of the Lodge Units is as shown on Exhibit "A" attached hereto. This Exhibit "A", The Lodge Units that have been added

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

to the Resort Facility, together with Exhibit "A" attached to the original Declaration, as amended from time to time, comprise the Resort Facility.

2. Article 2.1 is amended by adding the following thereto:

The Resort Facility will be developed in phases, the initial phase will consist of two (2) buildings, also known as buildings No. 10 and 11, containing a total of One Hundred Ninety (190) Timeshare Units, together with certain Commercial Units, Common Areas and Developer Retained Property. The actual location of the buildings are more particularly described on Exhibit "A-2" attached hereto and made a part hereof. The legal for building no. 11 is attached to the First Amendment and is added to Exhibit "A-2" to the Declaration. The Units and Unit Types, Common Areas, and Commercial Units are identified on Exhibit "C" attached hereto. Phase 2 of the Resort Facility consists of the Lodge Units. The Units and Unit Types in Phase 2 are identified on Exhibit "A" attached hereto. In no event shall the Developer be obligated to construct any additional phases, other than these two phases, together with any Lodge units that are added to the Plan pursuant to Paragraph 1 above.

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

4. 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:

Print Name:

*Ashley Walker*  
*Zoila Gonzalez*

BY:

(Name: DAVID A. SIEGEL  
Title: President

(Corporate Seal)

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 or has produced \_\_\_\_\_ as a type of identification.

Print Name:

Notary Public, State of Florida:

Serial Number, if any:

My commission expires:

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

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MARIA E. SANTIAGO  
MY COMMISSION # DD 932538  
EXPIRES: October 31, 2013  
Bonded Thru Budget Notary Services