

WHEN RECORDED RETURN TO:

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Park City, Utah 84060

ENTRY NO. 00985897

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Declaration PAGE 1/10
MARY ANN TRUSSELL, SUMMIT COUNTY RECORDER
FEE 232.00 BY TESCH LAW OFFICES PC



**EIGHTH 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 Eighth 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 13th day of December, 2013, by THE LODGE AT WESTGATE PARK CITY RESORT & SPA CONDOMINIUM UNIT ASSOCIATION, INC., a Utah non-profit corporation (hereinafter referred to as the "Condominium Association"),

WITNESSETH:

WHEREAS, The Lodge at Westgate Park City Resort & Spa, a Condominium (the "Condominium"), is located and situated in Summit County, Utah, 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, On November 16, 2013, the Condominium Association, during a Special Meeting of the Association, voted to amend that Article III, Section 3.1 and Article III, Section 3.15.

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 III, Section 3.1 of the Declaration of Condominium and Declaration of Covenants, Conditions and Restrictions is revoked in its entirety and the following is enacted in its place:

3.1. A non-exclusive easement is hereby granted in favor of each member of the Association (and its and their guests, tenants, invitees, contract rental agencies and renters (the "Named Beneficiaries")) for (i) , pedestrian traffic over, through and across such portions of the Commercial Unit as are designated by the Commercial Unit Owner and intended to provide direct pedestrian access to and from each Resort Unit and from the public right-of-way adjacent to the Project, and (ii) the use and enjoyment of the Shared Components as necessary to operate the Project as an integrated project, subject to regulations as may be established from time to time by the Commercial Unit Owner. Notwithstanding the foregoing, the aforesaid easement over the Commercial Unit is limited and solely for use of the Named Beneficiaries' obtaining access to and from their Unit.

The Named Beneficiaries of Unit Owners shall include any rental agency and its employees and agents contracted with by the Unit Owner to provide unit rental services and any of the providers of the following services authorized by the Unit Owner or any authorized occupant of the Unit services: including but not limited to providers of housekeeping, maintenance and personal services (massage, personal training, dry cleaning, etc.), and providers of food and beverage.

3. The following provisions and procedures for establishment of the annual budget shall be in effect and shall supersede all other provisions of the CC&R's and Bylaws of the Association which are inconsistent with this new Article III, Section 3.16.

Section 3.16

Section 3.16.1. In establishing the annual budget of the Association, including the amount of commercial unit owner annual regular charges, special charges, shared costs attributable to owners, reserve charges, commercial unit reserves, common area reserves and all other charges and assessments to the unit owners, including the percentage allocated to the commercial unit, the following limitations shall apply:

- a. property Management Agreements are limited to a three year time frame, subject to renewal.
- b. the Property Management company may not spend outside the line item budget without HOA Board Approval.
- c. there shall be a maximum of 6% or the National Index for CPI defined as the Urban Water Earnings and Clerical Wage Index, whichever is greater; in Unit assessments from one annual assessment to the next

annual assessment. This maximum may be exceeded as required for necessary legal services.

- d. the Commercial Unit Owner is responsible for its owner's property taxes which expense shall not be included in any cost passed on to the other Unit Owners.
- e. the management fee will be a negotiated flat fee and that fee payable to the Property Manager shall not include monies assessed for common area/commercial area reserves, bad debt expense, RVMA taxes or shared amenities that are operated by Westgate LTD (as the shared amenity budget already includes a 15% management fee to Westgate).
- f. both the commercial area reserve account and the common area reserve account shall be established and administered as set forth in Utah Code Annotated Section 57-8-7.5 as such section now exist or is hereafter amended. All Reserve Accounts shall require a reserve analysis, all Reserve Account funds may be used only for the specific purposes for which the reserve fund was established, and expenditures of all reserve funds shall require approval of the Association.

Section 3.16.2. In establishing the Annual Budget of the Association and of the commercial Unit, the following procedures shall be followed:

- a. Representatives of the Commercial Unit Owner shall meet with the Association Board or a committee appointed by the Board (hereinafter jointly referred to as the "Finance Committee") on a periodic basis, no less than quarterly, to review the current year finances and to make recommendations to the Board to address any budget needs.
- b. The Finance Committee, will also prepare and submit a budget to the Board for the subsequent fiscal year, to be submitted to the Board no later than December 1 of the current year. This basis of the budget shall be the agreement reached by the Developer and a committee of non-Developer Unit Owners in 2009 (during the Developer Control Period) and which has been honored by all parties through fiscal year 2012 and which became the mutually accepted interpretation of the budget line item terms. Any disagreement between the commercial unit owners' representatives and the Board or its committee, shall be presented to the Board which shall make the final decision. If the commercial unit owner disagrees with that decision, it may demand

binding arbitration according to the Rules of the American Arbitration Association. Until said arbitration is concluded, the budget as approved by the Board shall prevail.

- c. Maintenance expenses can include all items necessary to properly perform the maintenance, repair and/or replacement obligations described herein. The area to be maintained will be Building 19 as defined by the plat (Moose and Bison Lodges), and the area in and around outside walkways, outdoor pool, adult relaxation pool, two hot tubs, and sauna/steam rooms. Maintenance excludes laundry rooms storage closet and the Building 19 parking lot as long as there exists any reserved spaces.
- d. The budget shall include funds for the maintenance of specific equipment located on floors one and two in Building 19 which is shared with the Timeshare building which includes chillers, boilers, air handlers, and all other applicable equipment used to operate both the Time Share and the Moose/Bison buildings. These Expenses will be shared 50% by the Association and 50% by Westgate LTD.
- e. The formal books and accounts of the Project shall be kept separate from any other Developer/Property Management entities and kept in the Park City area.
- f. All accounting shall be accomplished according to General Accepted Accounting Principles (GAAP).

4. Except as herein amended, the Declaration and all of its previous Amendments shall remain in full force and effect.

5. Capitalized words and phrases shall have the meaning set forth in the Declaration.

[Signature Page to Follow]

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

Signed, Sealed and Delivered
in the presence of:

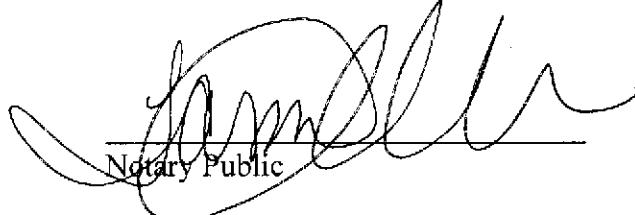
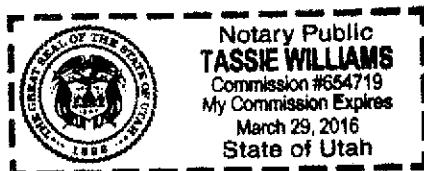
**THE LODGE AT WESTGATE PARK CITY
RESORT & SPA, A CONDOMINIUM, INC., a
Utah non-profit corporation**

By:

Its: Sec. Board of Directors The Lodge at
Westgate HOA

State of Utah)
County of Summit) :ss

I hereby certify that on this 13th day of December, 2013, personally
appeared before me Sandra Goldman, the Secretary of The Lodge at
Westgate Park City Resort & Spa Condominium Association, and executed the foregoing.



A large, flowing handwritten signature of "Tassie Williams" is written over a horizontal line. Below the signature, the words "Notary Public" are printed in a smaller, sans-serif font.

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°29'43" 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 Canyona Resorts Drive, Park City, UT 84098

Serial No. LWPCRS-Unit #-200 units

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LWPCRS-3301B-AM
LWPCRS-3303A-AM
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