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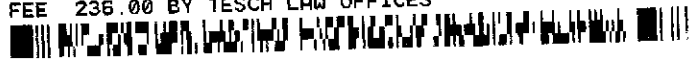
**ENTRY NO. 00986532**

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MARY ANN TRUSSELL, SUMMIT COUNTY RECORDER

FEE 236.00 BY TESCH LAW OFFICES



**SECOND AMENDMENT TO EXHIBIT C**

**THE BYLAWS**

**TO THE**

**DECLARATION OF CONDOMINIUM**

**AND DECLARATIONS OF COVENANTS,**

**CONDITIONS AND RESTRICTIONS**

**FOR**

**THE LODGE AT WESTGATE PARK CITY**

**RESORT & SPA,**

**A CONDOMINIUM IN SUMMIT COUNTY, UTAH**

(property description and condominium tax identification numbers attached)

**SECOND AMENDMENT TO THE BYLAWS**

**FOR**

**THE LODGE AT WESTGATE PARK CITY RESORT & SPA,  
A CONDOMINIUM**

\* \* \*

This Second Amendment to Bylaws for The Lodge at Westgate Park City Resort & Spa, a Condominium, is made this 23<sup>rd</sup> day of December, 2013, by The Lodge at Westgate Park City Resort & Spa, a Condominium Project in Summit County, Utah.

**WITNESSETH:**

**WHEREAS**, the Bylaws, having been recorded as Exhibit C to the Declaration of Condominium and Declarations of Covenants, Conditions and Restrictions for The Lodge at Westgate Park City Resort & Spa, which is situated in Summit County, Utah, recorded at Entry Number 00818013, BK 1874, PG 0449 of the Records of the Summit County Recorder's Office, and,

**WHEREAS**, pursuant to Article 7. of the Bylaws, the Board of Directors of the Association may amend as necessary the Bylaws of the Association; and

**WHEREAS**, the Board of Directors of the Association, having determined that it is appropriate to amend the Bylaws as set forth below:

**NOW, THEREFORE**, the Bylaws are amended as follows:

Pursuant to Section 4.2(d) of the Bylaws, and as an amendment to the Bylaws and the Rules and Regulations, the Board of Directors hereby enacts the following rules and regulations pertaining to the use and occupancy of the Units and Common Areas and Facilities:

1. To encourage competition and fair pricing it is the policy to treat all companies offering rental services ("Rental Companies") to Unit Owners on an even basis, without preference to any particular company. Therefore, the following Bylaws and Rules and Regulations shall control:

If the Commercial Unit Owner offers any discounts or exclusive services to the owner or tenant of any Unit or to a particular Rental Company they shall also be offered to the tenants of all Units and all Rental Companies on the same terms, conditions and costs. These discounts and services include, without limitation, discounts to all Westgate Park City outlets, including Edge Steakhouse, Drafts Sports Bar and Grill, The Marketplace, Serenity Spa, Activities, Kids Club, Aloha Ski Rental, discounted ski lift passes and area activities through Westgate Park City, Complimentary Resort \*Shuttle Services (if available), Wi-Fi Services, Weekly Owners BBQ and Social Events, Exchange benefit through Interval International, Exchange benefits to Westgate's portfolio of 26 other destination resorts, subsidized or discounted Engineer/Management Services.

2. Housekeeping services may, at the option of the Unit Owner or its Rental Company, be performed by a Westgate affiliated company or an independent company. If an independent company is used, the following conditions shall apply to ensure quality, safety and security (however these conditions do not apply to Unit Owner family members):

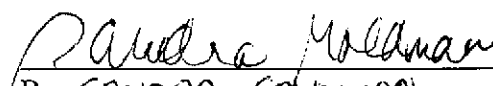
- a. Proof of worker's compensation insurance shall be provided at reasonable intervals as requested by the Association Board of Directors.
  - b. Proof of a minimum of \$1 million in general liability insurance coverage, including coverage for theft, shall be provided at reasonable intervals as requested by the Association Board of Directors.
  - c. Dress and deportment of service providers is to be consistent with the general acceptable standards of four and five star resorts. No specific uniforms shall be required. All deviations from the industry standards shall be reported to the Association's property manager for corrective action.
  - d. All service providers must check in at the front desk and identify the Unit(s) for which they are providing housekeeping services. Independent companies shall be provided keys by the front desk at no cost for 72 hours.
3. Maintenance and Engineering Services. All Units shall be charged on an equal basis for all Maintenance and Engineering services.
4. No Commercial Services fees (with the exclusions of shuttle/courtesy vans) shall be charged without prior written approval of the Board; including but not limited to parking fees, Wi-Fi charges or any other similar services or associated costs which are included as part of the annual HOA Budget.
5. The Commercial Unit Owner may charge owners a reasonable reservation fee to cover reservations, check-in, keys, and check-in information. All Rental Management companies and unit owners will pay the same reservation fee. The HOA board will determine and approve the reservation fee annually at the time the budget is set, so it is properly coordinated with the HOA budget.

6. All maintenance performed on an Owner's Unit must be kept in a log with name, date, and description of the maintenance performed.
7. Costs. Under Article III §3.3 of the Declaration of Condominium and Declaration of Covenants, Conditions and Restrictions, the Unit Owners (including the Commercial Unit Owner's 4.5%) pay 100% of the Shared Costs. In addition, the Commercial Unit Owner is paid a management fee not to exceed fifteen (15%) percent of the Shared Costs. In order to limit the management fee to fifteen (15%) percent, and consistent with standard accounting principles, Shared Costs shall be further defined as the actual costs as set forth in Article III minus all fees and all income from all sources received by the Commercial Unit Owner, for services which are paid for as part of the Shared Costs contained in the annual budget.
8. In the event one or more terms of this Amendment to the Bylaws and Rules and Regulations is found to be contrary to the terms of the Declaration or Utah Law, the remaining terms in this Amendment shall continue in full force and effect.

The Effective Date of this Amendment to the BYLAWS and Rules and Regulations is December 23, 2013.

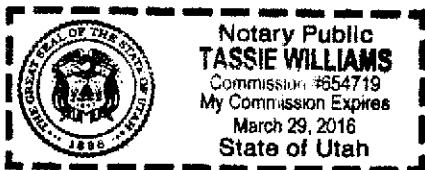
This Amendment of the BYLAWS shall be recorded in the office of the Summit County Recorder as an Amendment to the BYLAWS set forth in Entry No. 00818013 Bk: 1874 Pg: 0479.


This Amendment to the BYLAWS was unanimously approved by the Board at a duly noticed meeting on December 19, 2013.

  
By: SANDRA GOLDMAN  
Its: Secretary, Board of Directors, The  
Woodsat Westgate HOA

State of Utah )  
County of Summit ) :SS

I hereby certify that on this 23<sup>rd</sup> day of December, 2013, personally appeared before me Sandra Goldman, Secretary of The Lodge at Westgate Park City Resort & Spa Condominium Association, and executed the foregoing.



  
Notary Public

### 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, Utah 84098

**Tax Parcel Numbers:** LWPCRS-3301A-AM  
LWPCRS-3301B-AM  
LWPCRS-3303A-AM  
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