

Amended Restrictive Covenants Page 1 of 3  
Russell Shirts Washington County Recorder  
09/18/2018 10:58:36 AM Fee \$14.00 BY TITLE  
GUARANTEE

When Recorded, Return To:

Jonathan Rudd, Esq.  
The Rudd Firm P.C.  
10150 S. Centennial Pkwy. Ste. 150  
Sandy, Utah 84070

**FIRST AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR ARCADIA VACATION RESORT**

This First Amendment to Declaration of Covenants Conditions And Restrictions For Arcadia Vacation Resort (the "Amendment") is dated and effective as of the day of the recording of this document in the offices of the County Recorder of Washington County, Utah.

WHEREAS the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ARCADIA VACATION RESORT (the "Declaration") was originally recorded in the offices of the Washington County Recorder on January 5, 2018 as Entry No. 20180000840; and

WHEREAS the Declarant therein reserved the right, under ARTICLE 14, of the Declaration to amend the Declaration ("Right to Amend"); and

WHEREAS the Declarant has determined that it now wishes to exercise the Right to Amend as provided in ARTICLE 14 of the Declaration to amend the Declaration,

THEREFORE, based on the foregoing recitals, Declarant hereby amends the Declaration and exercises its Right to Amend as follows:

1. Article 4.14 shall be amended to read:

4.14. Resort Membership Fee. Each Owner, at the closing of its purchase of a Building lot or Unit, shall be required to pay to Arcadia Vacation Resort, LLC, a monthly resort fee, prorated for the remaining period of the existing calendar quarter, which Arcadia Vacation Resort, LLC will deposit in its account for use in providing resort related services to Unit Owners. The amount of the resort fee will be determined by the Declarant or Arcadia Vacation Resort, LLC and will be published on a schedule available to potential purchasers at the time of contracting for purchase of a Unit. The schedule may be amended based upon the growth and development of the Arcadia Vacation Resort. The resort fee shall be an annual fee payable in equal monthly payments, with payment due on the first day of each month, and is non refundable.

Survival of Declarations. Except as expressly modified and amended herein, the Declaration shall remain in full force and effect.

Effective Date. This Amendment shall take effect upon its filing for record in the office of the County Recorder of Washington County, Utah.

IN WITNESS WHEREOF, the undersigned, as the Declarant herein, has hereunto set his hand this September 17 day of 2018.

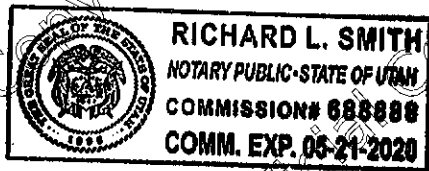
**DECLARANT:**

TAYLOR BUILT HOMES, LLC  
a Utah Limited liability company

Robert Smith  
By: Robert Smith  
Its: MANAGER

STATE OF UTAH )  
) ss.  
COUNTY OF WASHINGTON )

On this 17 day of September, 2018, before me personally appeared Robert Smith, MANAGER OF TAYLOR BUILT HOMES, LLC whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn (or affirmed), did say that he is the Manager of Taylor Built Homes, LLC, a Utah limited liability company (the "Company") and that the foregoing document was signed by him on behalf of that Company by proper authority and he acknowledged before me that the Company executed the document and the document was the act of the Company for its stated purpose.



Richard L. Smith  
NOTARY PUBLIC  
My Commission Expires: 5.21.20

EXHIBIT A

LOT'S 1, 2, 3, 4, 5, 6, 7, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, AND 41 OF  
ARCADIA VACATION RESORT SUBDIVISION – PHASE 1 FINAL PLAT, ON FILE AND OF RECORD IN THE  
WASHINGTON COUNTY RECORDER'S OFFICE.

PARCEL NO.'S: SC-ARVA-1-1, SC-ARVA-1-2, SC-ARVA-1-3, SC-ARVA-1-4, SC-ARVA-1-5, SC-ARVA-1-6, SC-  
ARVA-1-7, SC-ARVA-1-23, SC-ARVA-1-24, SC-ARVA-1-25, SC-ARVA-1-26, SC-ARVA-1-27, SC-ARVA-1-28,  
SC-ARVA-1-29, SC-ARVA-1-30, SC-ARVA-1-31, SC-ARVA-1-32, SC-ARVA-1-33, SC-ARVA-1-34, SC-ARVA-1-  
35, SC-ARVA-1-36, SC-ARVA-1-37, SC-ARVA-1-38, SC-ARVA-1-39, SC-ARVA-1-40, SC-ARVA-1-41, SC-ARVA-  
1-CLUB