

Scot Hazard
3388 East Campus Drive
Suite 100
Eagle Mountain, UT 84043

ENT 122858:2021 PG 1 of 4
Andrea Allen
Utah County Recorder
2021 Jul 12 02:53 PM FEE 40.00 BY SW
RECORDED FOR Cottonwood Title Insurance Agency, Inc.
ELECTRONICALLY RECORDED

**FIRST SUPPLEMENT
TO THE
SECOND AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
ARRIVAL
(Annexing Phase B, Plat 7)**

This First Supplement to the Second Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Arrival ("Supplement") is made and executed by Belle Street Partners, LLC ("Declarant") on the date set forth below and shall be effective upon recording in the Office of the Utah County Recorder.

RECITALS

A. Belle Street Partners, LLC, is the Declarant under the Second Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Arrival, recorded in the Utah County Recorder's on June 10, 2021 as Entry Number 106225:2021 ("Declaration").

B. Under Article II, Section 2.2 of the Declaration, Declarant has the right to add Additional Land to the Project;

C. Declarant desires to annex property into the Project. The annexed land shall be known as Phase B, Plat 7 as described in Exhibit "A" and on the recorded plat.

NOW THEREFORE, Declarant hereby declares as follows:

1. All defined terms as used in this Supplement shall have the same meaning as those set forth and defined in the Declaration, unless a definition is given to the term in this Supplement.

2. The real property described in Exhibit "A" and situated in Eagle Mountain, Utah County, Utah, is hereby submitted to the provisions of the Declaration and, pursuant thereto, is hereby annexed into the Project and is to be held, transferred, sold, conveyed, and occupied as a part of the Project, subject to the following:

RESERVING UNTO DECLARANT, however, such easements and rights of ingress and egress over, across, through, and under the said property and any improvements (including buildings) now or hereafter constructed thereon as may be reasonably necessary for Declarant (in a manner which is reasonable and not inconsistent with the provisions of the Declaration): (i) to construct and complete the Project, and to do all things reasonably necessary or proper in connection therewith; (ii) to construct and complete on the Additional Land, or any portion thereof, such improvements as Declarant shall determine to build in its sole discretion (and whether or not the Additional Land or any portion thereof has been or hereafter will be added to the Project); (iii) to amend the existing Project as to the number of lots, lot sizes, and units to be built upon the land, as permitted by the laws of the State of Utah and Utah County and the zoning requirements of Eagle Mountain; and (iv) to improve portions of the said property with such other or additional improvements, facilities, or landscaping designed for the use and enjoyment of all Owners as Declarant may reasonably determine to be appropriate. If, pursuant to all the foregoing reservations, the Project or any improvement thereon is traversed or partially occupied by a permanent improvement or utility line, a perpetual easement for such improvement or utility line shall exist. With the exception of such perpetual easements, the reservations hereby effected shall, unless sooner terminated in accordance with their terms, expire 7 years after the date on which this Supplement is recorded. Declarant may add land and subject it to the Declaration in its discretion for 7 years from the date this Supplement is recorded and extend the reservations provided herein.

THE FOREGOING IS SUBJECT TO all liens for current and future taxes, assessments, and charges imposed or levied by governmental or quasi-governmental authorities; all patent reservations and exclusions; all mineral reservations of record and rights incident thereto; all instruments of record which affect the above-described real property or any portion thereof, including, without limitation, any mortgage or deed of trust (and nothing in this paragraph shall be deemed to modify or amend such mortgage or deed of trust); all easements and rights-of-way, encroachments, or discrepancies shown on, or revealed by, a plat or other recorded document, an easement for each and every pipe, line, cable, wire, utility line, or similar facility which traverses or partially occupies the said real property at such time as construction of all Project improvements is complete; and all easements necessary for ingress to egress from, maintenance of, and replacement of all such pipes, lines, cable, wires, utility lines, and similar facilities.

3. The Declaration as previously amended and supplemented shall remain unchanged, except that the land described in Exhibit A and the Lots depicted on the plat recorded simultaneously herewith shall be added. The Declaration, together with this Supplement, shall constitute the Declaration of Covenants, Conditions, and Restrictions


for the Project as further expanded by the annexation of the Additional Land. The land described in Exhibit A shall be subject to all of the Association's Governing Documents.

4. Declarant reserves the right, as stated in the Declaration, to Class B voting membership and all other rights given to Declarant in the Declaration.

5. This Supplement shall be recorded in the Utah County Recorder's Office to accompany the recorded Plat Map for Phase B Plat 7, located in Eagle Mountain, Utah County, Utah, executed and acknowledged by Declarant, and accepted by Eagle Mountain.

IN WITNESS WHEREOF, Declarant has executed this instrument the day and year first set forth below.

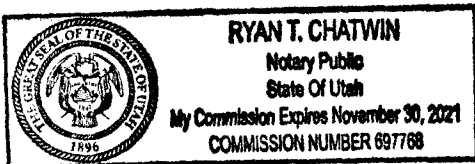
DECLARANT
BELLE STREET PARTNERS, LLC
A Utah Limited Liability Company

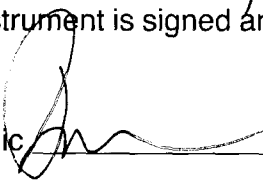


By: Scot Hazard
Its: Manager
Date: 7-12-21

State of Utah)
County of Utah) ss.

On the 12 day of July 2021, personally appeared before me Scot Hazard who by me being duly sworn, did say that he is the Manager of Belle Street Partners, LLC, and that the foregoing instrument is signed and executed with all necessary authority.



Notary Public 

**EXHIBIT A
LEGAL DESCRIPTION**

All of Phase B, Plat 7 Arrival Subdivision, according to the official plat recorded in the Office of the Utah County Recorder, more particularly described as follows:

A portion of the NW1/4 of Section 13, Township 5 South, Range 2 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at the Northwest Corner of Section 13, T5S, R2W, SLB&M; thence S89°49'35"E along the Section line 661.33 feet to the Northwest Corner of Lot 509, ARRIVAL PHASE "B" PLAT 5, according to the Official Plat thereof recorded December 1, 2020 as Entry No. 190389:2020 in the Office of the Utah County Recorder; thence along said plat the following four (4) courses: 1) S01°32'15"W 509.13 feet; 2) S88°27'45"E 254.10 feet; 3) South 465.14 feet; 4) S17°56'23"E 633.45 feet to a point on the Westerly line of ARRIVAL PHASE B PLAT 4, according to the Official Plat thereof recorded September 19, 2019 as Entry No. 92986:2019 in the Office of the Utah County Recorder; thence S10°33'39"E along said plat 348.12 feet to the Northeasterly Corner of Lot 601, ARRIVAL PHASE B PLAT 6, according to the Official Plat thereof recorded March 8, 2019 as Entry No. 19234:2019 in the Office of the Utah County Recorder; thence along said plat the following three (3) courses: 1) West 304.11 feet; 2) South 97.72 feet; 3) N89°48'26"W 369.75 feet; thence N00°11'16"E 822.00 feet; thence S80°42'12"W 231.22 feet; thence S89°14'55"W 50.00 feet; thence Northerly along the arc of a non-tangent curve to the left having a radius of 375.00 feet (radius bears: S89°14'55"W) a distance of 137.03 feet through a central angle of 20°56'11" Chord: N11°13'11"W 136.27 feet; thence N21°41'16"W 15.08 feet; thence along the arc of a curve to the left with a radius of 15.00 feet a distance of 21.86 feet through a central angle of 83°30'43" Chord: N63°26'37"W 19.98 feet; thence N15°11'59"W 50.00 feet; thence Easterly along the arc of a non-tangent curve to the left having a radius of 475.00 feet (radius bears: N15°11'59"W) a distance of 37.35 feet through a central angle of 04°30'18" Chord: N72°32'52"E 37.34 feet; thence N18°36'58"W 580.03 feet to the Section line; thence N00°09'52"E along the Section line 474.53 feet to the point of beginning.

Contains: 31.05 acres+/-