

WHEN RECORDED, RETURN TO:  
3688 East Campus Drive, Suite 100  
Eagle Mountain, UT 84005

ENT 95098:2019 PG 1 of 3  
Jeffery Smith  
Utah County Recorder  
2019 Sep 24 01:45 PM FEE 40.00 BY IP  
RECORDED FOR Cottonwood Title Insurance Agency, Inc.  
ELECTRONICALLY RECORDED

**SECOND SUPPLEMENTAL  
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR ARRIVAL**

THIS SECOND SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR ARRIVAL (“Supplemental Declaration”) is made on the date below by Belle Street Partners, LLC, a Utah limited liability company.

**RECITALS**

A. Belle Street Partners, LLC, is Declarant under the Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Arrival, recorded on March 1, 2018, as Entry No. 20117:2018 in the Utah County Recorder’s Office (“Declaration”). Declarant is the developer of Arrival Subdivision, Eagle Mountain, Utah County, Utah (the “Development”);

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

C. Declarant desires to annex property into the Project. The annexed land shall be known as Phase B, Plat 4 as described in Exhibit “A” and the plat recorded simultaneously herewith.

**NOW THEREFORE**, Declarant hereby declares as follows:

1. All defined terms as used in this Supplemental Declaration shall have the same meaning as those set forth and defined in the Declaration, unless a definition is given to the term in this Supplemental Declaration.
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 in to 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 Supplemental Declaration is recorded. Declarant may add land and subject it to the Declaration in its discretion for 7 years from the date this Supplemental Declaration 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 Supplemental Declaration, 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 Supplemental Declaration shall be recorded in the Utah County Recorder's Office to accompany the Plat Map for Phase B Plat 4 recorded simultaneously herewith, located in Eagle Mountain, Utah County, Utah, executed and acknowledged by Declarant, and accepted by Eagle Mountain.

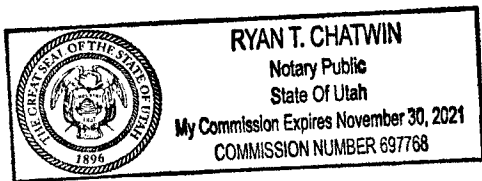
**IN WITNESS WHEREOF**, Declarant has executed this instrument the day and year first set forth below.

**DECLARANT  
BELLE STREET PARTNERS, LLC**

*[Signature]*  
By: Scot Hazard  
Its: Manager  
Dated: 9-27-19

STATE OF UTAH )  
 )  
County of Utah ) :ss.

On this 23 day of Sept, 2019, personally appeared before me, Scot Hazard, a notary public, Scot Hazard, who being by me duly sworn, did say that he is the agent of Declarant, authorized to execute this Declaration.



*[Signature]*  
NOTARY PUBLIC  
My Commission Expires: 11/30/21

**EXHIBIT "A"**  
LEGAL DESCRIPTION

All of PHASE "B" PLAT 4, Arrival Subdivision, according to the official plat thereof on file in the Utah County Recorder's Office, more particularly described as follows:

A portion of the Northwest quarter of Section 13, Township 5 South, Range 2 West, Salt Lake Base and Meridian, Eagle Mountain, Utah, more particularly described as follows:

Beginning at a point located North 00°09'52" East along the section line 748.35 feet and East 1,166.13 feet from the West quarter corner of Section 13, Township 5 South, Range 2 West, Salt Lake Base and Meridian, said corner located North 01°07'13" East 2,635.33 feet from the Southwest corner of said Section 13 (Basis of Bearing: South 89°19'12" East along the section line from the Southwest corner to the South quarter corner of Section 13, Township 5 South, Range 2 West, Salt Lake Base and Meridian); thence North 10°33'39" West 348.12 feet; thence North 17°56'23" West 412.60 feet; thence North 72°09'05" East 285.42 feet; thence South 17°50'55" East 37.78 feet; thence North 72°09'05" East 223.00 feet; thence North 17°50'55" West 16.72 feet; thence North 67°27'47" East 353.82 feet; thence North 57°30'27" East 50.00 feet; thence South 32°29'33" East 85.59 feet; thence North 57°30'27" East 358.25 feet to the Westerly line of Plat "B", North Ranch, according to the official plat thereof recorded May 12, 1998 as Entry No. 46922:1998 in the office of the Utah County Recorder; thence South 25°00'00" East along said plat 459.54 feet to the Northeast corner of Lot 214, Phase "B" Plat 2, Arrival Subdivision, according to the official plat thereof recorded May 17, 2018 as Entry No. 46424:2018 in the office of the Utah County Recorder; thence along said plat the following 6 (six) courses and distances: 1) South 57°30'27" West 348.33 feet; 2) South 32°29'33" East 11.67 feet; 3) South 57°30'27" West 739.43 feet; 4) South 72°09'05" West 50.00 feet; 5) South 17°50'55" East 43.92 feet; 6) South 72°09'05" West 278.92 feet to the point of beginning.