



ENT 190391:2020 PG 1 of 5
JEFFERY SMITH
UTAH COUNTY RECORDER
2020 Dec 01 1:07 pm FEE 68.00 BY NA
RECORDED FOR EAGLE MOUNTAIN CITY

**THIRD SUPPLEMENT
TO THE
AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
ARRIVAL
(Annexing Phase B, Plat 5)**

This Third Supplement to the 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 Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Arrival, recorded in the Utah County Recorder's on March 1, 2018 as Entry Number 20117:2018 ("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 5 as described in Exhibit "A" and the plat recorded herewith.

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 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 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 Plat Map for Phase B Plat 5 recorded 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
A Utah Limited Liability Company

By: Scot Hazard

Its: Manager

Date: 11-23-20

State of Utah)
) ss.
County of Utah)

On the 23 day of November 2020, personally appeared before me Scot Hazard who by me being duly sworn, did say that he is the Scot Hazard of Belle Street Partners, LLC, and that the foregoing instrument is signed and executed with all necessary authority.

Notary Public

[Handwritten Signature] of Utah

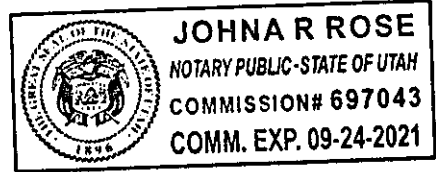


EXHIBIT A LEGAL DESCRIPTION

All of Phase B, Plat 5 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 & Meridian, Eagle Mountain, Utah, more particularly described as follows:

Beginning at a point located N00°09'52"E along the Section line 1,483.12 feet and East 973.13 feet from the West 1/4 Corner of Section 13, T5S, R2W, SLB&M, said corner located N01°07'13"E 2,635.33 feet from the Southwest Corner of said Section 13 (Basis of Bearing: S89°19'12"E along the Section line from the Southwest Corner to the South 1/4 Corner of Section 13, T5S, R2W, SLB&M); thence N17°56'23"W 220.84 feet; thence North 465.14 feet; thence N88°27'45"W 254.10 feet; thence N01°32'15"E 509.13 feet; thence S89°49'35"E 1,157.32 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 S25°00'00"E along said plat 848.48 feet; thence S57°30'27"W 358.25 feet; thence N32°29'33"W 85.59 feet; thence S57°30'27"W 50.00 feet; thence S67°27'47"W 353.82 feet; thence S17°50'55"E 16.72 feet; thence S72°09'05"W 223.00 feet; thence N17°50'55"W 37.78 feet; thence S72°09'05"W 285.42 feet to the point of beginning.

Contains: 29.37 acres+/-