

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

ENT 19998:2019 PG 1 of 3
Jeffery Smith
Utah County Recorder
2019 Mar 12 11:48 AM FEE 45.00 BY SW
RECORDED FOR Cottonwood Title Insurance Agency, Inc.
ELECTRONICALLY RECORDED

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

THIS FIRST 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 6 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.

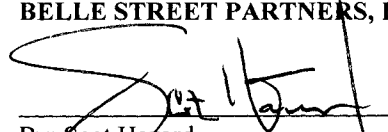
3. The Declaration as previously amended and supplemented shall remain unchanged, except that the land described in Exhibit A and the Lots depicted on the plat recorded simultaneously herewith shall be added. The Declaration, together with this Supplemental Declaration, shall constitute the Declaration 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 6 recorded simultaneously herewith, located in Eagle Mountain, Utah County, Utah, executed and acknowledged by Declarant, and accepted by Eagle Mountain.

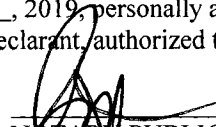
IN WITNESS WHEREOF, Declarant has executed this instrument the day and year first set forth below.

**DECLARANT
BELLE STREET PARTNERS, LLC**


By: Scot Hazard
Its: Manager
Dated: 3-12-19

STATE OF UTAH)
County of Utah) :ss.

On this 12 day of March, 2019, personally appeared before me Scot Hazard, who being by me duly sworn, did say that he is the agent of Declarant, authorized to execute this Declaration.


NOTARY PUBLIC

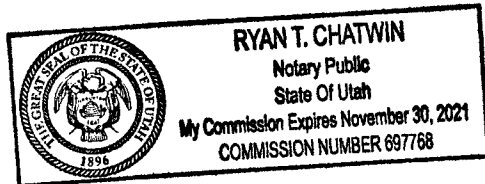


EXHIBIT "A"
LEGAL DESCRIPTION

All of PHASE "B" PLAT 6, 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 NW1/4 and SW1/4 of Section 13, Township 5 South, Range 2 West, Salt Lake Base & Meridian, Eagle Mountain, Utah, more particularly described as follows:

Beginning at 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 N00°09'52"E along the Section line 549.19 feet; thence N88°30'49"E 264.81 feet; thence Southerly along the arc of a non-tangent curve to the left having a radius of 475.00 feet (Radius bears: N88°30'49"E) a distance of 36.50 feet through a central angle of 04°24'11" Chord: S03°41'16"E 36.49 feet; thence N77°24'24"E 231.06 feet; thence N00°11'16"E 81.86 feet; thence S89°48'26"E 369.75 feet; thence North 97.72 feet; thence East 304.11 feet to the Northwesterly Corner of Lot 207, Phase "B", Plat 2, ARRIVAL Subdivision, according to the Official Plat thereof on file in the Office of the Utah County Recorder; thence along said plat the following 5 (five) courses: 1) S31°10'26"E 221.61 feet; 2) S57°30'27"W 7.63 feet; 3) S32°29'33"E 50.00 feet; 4) S39°03'40"E 332.36 feet; 5) S89°48'26"E 119.45 feet to the Northwesterly corner of Lot 107, Phase "A", Plat 1, ARRIVAL Subdivision according to the Official Plat thereof on file in the Office of the Utah County Recorder; thence South along said lot 199.93 feet to the Northerly line of Snowflake Avenue also being the Easterly Extension of the Northerly line of Phase "B", Plat 1, ARRIVAL Subdivision according to the Official Plat thereof on file in the Office of the Utah County Recorder; thence along said extension and plat the following 16 (sixteen) courses: Westerly along the arc of a non-tangent curve to the left having a radius of 2,025.00 feet (radius bears: S04°46'59"W) a distance of 169.04 feet through a central angle of 04°46'59" Chord: N87°36'31"W 168.99 feet; thence West 39.93 feet; thence Northwesterly along the arc of a non-tangent curve to the right having a radius of 15.00 feet (Radius bears: North) a distance of 13.62 feet through a central angle of 52°01'12" Chord: N63°59'24"W 13.16 feet to a point of reverse curvature; thence along the arc of a curve to the left having a radius of 50.00 feet a distance of 119.28 feet through a central angle of 136°41'11" Chord: S73°40'37"W 92.94 feet; thence West 183.46 feet; thence South 775.61 feet; thence S89°32'09"W 388.93 feet; thence N67°40'46"W 50.00 feet; thence Southerly along the arc of a non-tangent curve to the left having a radius of 725.00 feet (Radius bears: S67°40'46"E) a distance of 12.15 feet through a central angle of 00°57'37" Chord: S21°50'26"W 12.15 feet; thence N89°48'26"W 179.90 feet; thence S27°07'04"W 150.29 feet; thence N89°48'26"W 171.57 feet; thence N00°18'55"W 26.26 feet; thence along the arc of a curve to the right having a radius of 475.00 feet a distance of 16.00 feet through a central angle of 01°55'49" Chord: N00°39'00"E 16.00 feet; thence N88°23'06"W 50.00 feet; thence N89°48'26"W 245.47 feet to the West line the SW1/4 of said Section 13; thence N01°07'13"E along the Section line 818.53 feet to the point of beginning.

Contains: 41.34 acres+/-