

When Recorded Return To:
Belle Street Partners, LLC
3688 E. Campus Dr. Ste 100
Eagle Mountain, UT 84005

ENT69454:2020 PG 1 of 8
Jeffery Smith
Utah County Recorder
2020 May 22 08:50 AM FEE 248.00 BY SM
RECORDED FOR Cottonwood Title Insurance Agency, Inc.
ELECTRONICALLY RECORDED

**FIRST AMENDMENT
TO THE
AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
ARRIVAL**

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

RECITALS

- A. Arrival is a planned community located in Eagle Mountain, Utah County, Utah.
- B. Arrival was originally made subject to that certain instrument entitled *Declaration of Covenants, Conditions, and Restrictions for Arrival*, as recorded in the Office of the Utah County Recorder on November 17, 2014 as Entry Number 82751:20014.
- C. The *Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Arrival* was recorded in the Office of the Utah County Recorder on March 1, 2018 as Entry Number 20117:2018 (the "**Declaration**").
- D. Section 13.1.3 (Declarant's Right to Amend) of the Declaration states that as long as the Declarant owns any Lot in the Arrival community, the Declarant has a unilateral right to amend the Declaration.
- E. The Declarant still owns Lots in the community and the Arrival Homeowner's Association (the "**Association**") is under Declarant control.
- F. The Declarant desires to amend the Declaration for the benefit of all Owners, to clarify restrictions and to enhance the aesthetics of the community.
- G. This First Amendment affects the real property situated in Eagle Mountain, Utah County, Utah, described with particularity on Exhibit A, and shall be binding on all parties having or acquiring any right, title, or interest to the property or any part thereof.

FIRST AMENDMENT

NOW, THEREFORE, the Declarant hereby amends the Declaration as follows:

1. Section 6.2.2 (Landscaping) of the Declaration is hereby stricken in its entirety and shall read as follows:

6.2.2 Landscaping. Front yard irrigation and landscaping shall be installed within nine (9) months of occupancy, including park strips. Unimproved areas on Lots may be kept in a natural state, but must be kept free of tumbleweeds, thistles, briars, and other noxious weeds at all times. Unimproved areas lacking natural vegetation must be seeded with native grass to prevent dust. Any native grasses shall be cut periodically and may not exceed twelve (12) inches in height. All vegetation and landscaping around structures on a Lot shall be kept in a manner to prevent fire hazards. The street frontage of all Lots shall be landscaped to create an aesthetically pleasing streetscape. All Lots shall have at least three (3) deciduous trees; corner Lots shall have a minimum of six (6) deciduous trees. All deciduous trees shall have a minimum two (2) inch caliper and be planted six (6) to fifteen (15) feet behind the curb, or where applicable, from the back of the trail. The approved tree types are listed on Exhibit "D" to the Declaration. Trees not listed in Exhibit "D" may be planted by obtaining prior written approval from the ARC, which approval the ARC may grant or deny in its absolute discretion. Front yards and street frontage may be xeriscaped. Any xeriscaped areas shall contain the required trees and shall have a minimum of 30% of the area covered by low lying plants.

2. Section 6.2.4 (Roofs) of the Declaration is hereby stricken in its entirety and shall read as follows:

6.2.4 Roofs. Unless a variance is approved by the ARC, all roofs (including Living Unit roofs, shed roofs, and all other outbuilding roofs), shall have a minimum 6/12 pitch. An Owner desiring a variance shall submit a copy of the plans to the ARC along with a written statement from an architect or other construction professional describing how and why the reduced pitch is being used for design and aesthetic purposes. The ARC shall exercise its reasonable discretion in determining whether, based on the written statement, the reduced pitch is actually being used for design and aesthetic purposes or whether it is primarily being used to reduce costs. If the ARC determines that the primary purpose of using a reduced pitch is to save on costs, it may deny the variance. The ARC shall have the discretion to require and consider any other information it considers relevant when making a decision to grant a variance, and may deny a variance based on any reason, including the general aesthetics of the roof. Membrane roof surfaces and the like are allowed, but may not be the primary roofing surface.

3. Section 6.2.7 (Fences) of the Declaration is hereby stricken in its entirety and shall read as follows:

6.2.7 Fences. All fences must be approved by the ARC before they are installed. Barbed wire fencing is prohibited. Front yard fencing shall be split rail, open rail, or another open fencing; privacy fencing is prohibited. Pasture style fencing is permitted and such fencing is permitted to start from the greater of the following two options: (1) 50 feet from the street or (2) from the rearmost portion of the front plane of the home. Privacy fencing along the side or rear of Lots is permitted. For privacy fencing that is installed along the edge of asphalt or concrete paths, sidewalks, or walkways (collectively referred to in this Section as "Trails"), the privacy fencing shall be installed at least 4 feet from the edge of the Trail and the Owner shall landscape that 4 feet along the edge of the Trail. As an alternative, the ARC may approve fencing along the edge of the Trail if a 1-foot concrete slab or similar (i.e. mow strip) is installed along the fence to prevent weeds and other vegetation from growing along the edge of the Trail. Any electric fence near a Trail or the park must be installed on the opposite side of the nearest fence to the Trail or the park. If an Owner replaces any fencing installed by Declarant, it shall be replaced with the same style fencing originally installed by the Declarant.

4. Section 7.10 (Nonpayment of Assessment) of the Declaration is hereby stricken in its entirety and shall read as follows:

7.10 Nonpayment of Assessment. If the Association does not otherwise adopt or establish a separate billing and collection policy, the following shall apply: Assessments not paid within thirty (30) days after the due date established by the Board will be late and subject to interest at 18% per annum on any delinquent balance plus a \$10.00 late fee.

5. Section 8.4.2 of the Declaration (under Section 8.4—Nuisances) is hereby stricken in its entirety and shall read as follows:

8.4.2 The storage of any item, property or thing that will cause any Lot or the Common Area to appear to be in an unclean, unsightly, or untidy condition or that will be noxious to the senses. Such prohibited items include, but are not limited to, Conex boxes and similar storage containers, excavation equipment, and large machinery.

6. Section 8.8 (Pets) of the Declaration is hereby stricken in its entirety and shall read as follows:

8.8 Animals. Domestic pets may be kept on a Lot, including up to three (3) dogs and up to three (3) cats. Dogs or cats in excess of this limit

must first be approved by the Board in writing. All dogs shall be kept on a hand-held leash except when on an Owner's Lot. When outdoors on an Owner's Lot, dogs shall be kept in the boundaries of the Owner's Lot. Livestock may also be kept on a Lot in compliance with Eagle Mountain City ordinances. No animal shall, in the opinion of the Board, be dangerous to other residents or make unreasonable amounts of noise or create odor nuisances. All Lots, and especially Lots with livestock, shall be free from excessive dust and flies and shall not create a nuisance to other Lots, Common Area, or Owners. Owners are solely responsible for the actions and behavior of the pets and animals staying or visiting on the Lot, and shall hold the Association harmless from any damage or injury caused by such pets and animals. All Owners shall be responsible for the immediate pickup and disposal of any excrement deposited by their pets and animals. Owners shall follow all city and county ordinances relating to animals. Violation of this section may lead to removal of a pet or animal from the Lot. The Board may adopt additional rules regarding pets and animals in the community.

7. Section 8.9.2 of the Declaration (under Section 8.9 (Storage and Parking of Vehicles)) is hereby stricken in its entirety and shall read as follows:

8.9.2 No recreational, commercial, or oversized vehicles, boats, trailers, all-terrain vehicles, utility vehicles, and the like (collectively "Recreational Vehicles") shall be parked or stored on Lot (except during active loading or unloading not to exceed twenty-four (24) hours) unless parked or stored in a closed garage or otherwise neat and tidy next to a Living Unit or outbuilding. Recreational Vehicles shall be parked and stored in a manner that is not unsightly or a nuisance. Recreational Vehicles parked next to a Living Unit must be parked rear of the plane created by the rearmost portion of the front elevation of the Living Unit.

8. Section 8.11 (Accessory Apartments) is hereby stricken in its entirety and shall read as follows:

8.11 Accessory Apartments. One accessory apartment may be constructed in a Living Unit or an outbuilding. If a Living Unit has an accessory apartment, the Owner (or an immediate family member of the Owner) must occupy either the Living Unit or the accessory apartment as their primary residence. In other words, Owners are prohibited from leasing both the Living Unit and the accessory apartment. Accessory apartments may only be constructed and leased if the Owner obtains all necessary licenses and permits from Eagle Mountain City or any other governmental authority. There must be adequate off-street parking for both the Owner and the tenant(s). Construction of accessory apartments shall comply with Article 6.

9. Section 8.11A is hereby added to the Declaration and shall read as follows:

8.11A Leasing of Living Units and Accessory Apartments. Living Units and accessory apartments shall be leased in their entirety and shall be leased as a single-family residence. Any lease agreement between the Owner and the tenant(s) shall be subject in all respects to the provisions of the Governing Documents. Owners are responsible to inform tenants of all Rules and/or changes in the Rules. The Owner and tenant shall be jointly and severally liable for violations of the Governing Documents by the tenant, or the tenant's guests or invitees, including but not limited to, fines assessed. Any failure by the tenant to comply with the terms of the Governing Documents shall be a default under the lease. The Board may adopt additional Rules regarding leasing of Living Units and accessory apartments in the Project, including but not limited to, setting minimum lease terms.

10. Section 8.16 is hereby added to the Declaration and shall read as follows:

8.16 Trash All garbage and trash should be placed in a covered container. Trash containers shall be screened from view or tucked next to the Living Unit behind the front plane of the Living Unit.

11. Section 8.17 is hereby added to the Declaration and shall read as follows:

8.17 Temporary Occupancy and Temporary Buildings. No trailer, basement of any incomplete building, tent, shack, garage, barn, or any other temporary buildings or structures shall be used at any time for a residence, either temporarily or permanent.

12. Section 8.18 is hereby added to the Declaration and shall read as follows:

8.18 Energy Conservation Equipment. Solar energy collector panels and attendant hardware or other energy conservation equipment (collectively "Energy Equipment") are permitted in the Project, subject to the restrictions contained in this Section. All Energy Equipment shall be installed in a manner that complies with all applicable, health, safety, and building requirements established by applicable law, regulation, building code, or ordinance. If Energy Equipment is (1) to be mounted on a roof of a Living Unit or on a roof of an outbuilding; and (2) will not extend above the roof line; and (3) all panel frames, support brackets, visible piping, and wiring are similar in color and texture to the roof material, such Energy Equipment may be installed without receiving approval of the ARC. All other installations of Energy Equipment must receive prior written approval of the ARC. Any and all costs incurred by the Association in reviewing any application to install Energy Equipment or in carrying out or enforcing the terms of this Section, including attorneys' fees, shall be levied as an

Individual Assessment against the Owner. The Owner of the Living Unit or Lot whereupon the Energy Equipment is installed shall maintain the same in a clean, attractive, and workmanlike manner. Owners shall be responsible for, and shall indemnify and hold the Association harmless from, any damage or injury to person or property that is caused by the Energy Equipment.

13. Section 8.19 is hereby added to the Declaration and shall read as follows:

8.19 Holiday Decorations. Holiday decorations may be displayed on the Lots within thirty (30) days before and thirty (30) days after the related holiday. The Board may adopt additional rules to regulate holiday decorations in the Project, to the extent permitted by law. Holiday decorations shall include any type of object (including, but not limited to, lights, wreaths, plants, trees, displays, inflatable items, religious iconography or symbols) relating to any national or religious holiday or used to convey a religious message, symbol, idea, identification, or for any other purpose that holiday decorations are typically understood and which are placed in, on, or outside of a Living Unit or Lot with the apparent purpose, in whole or in part, of making it visible to people outside of the Living Unit or Lot.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

CERTIFICATION

IN WITNESS WHEREOF, the Declarant has executed this First Amendment to the Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Arrival, as of the day and year written below.

BELLE STREET PARTNERS, LLC
A Utah Limited Liability Company

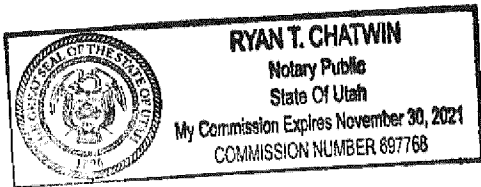
By: [Signature]

Its: Manager

State of Utah)
County of Utah) ss.

On the 21 day of May 2020, personally appeared before me Scot Hazard who by me being duly sworn, did say that she/he is the Manager of Belle Street Partners, LLC, and that the foregoing instrument is signed and executed with all necessary authority.

Notary Public [Signature]



**EXHIBIT A
LEGAL DESCRIPTION AND PARCEL NUMBERS**

All of Phase A, Plat 1 Arrival Subdivision, according to the official plat recorded in the Office of the Utah County Recorder, including Lots 103-130.

Parcel Numbers: 34:544:0103 through 34:544:0132

All of Phase A, Plat 2 Arrival Subdivision, according to the official plat recorded in the Office of the Utah County Recorder, including Lots 201-202.

Parcel Numbers: 34:587:0201 through 34:587:0202

All of Phase B, Plat 1 Arrival Subdivision, according to the official plat recorded in the Office of the Utah County Recorder, including Lots 302 -324.

Parcel Numbers: 34:609:0302 through 34:609:0324

All of Phase B, Plat 2 Arrival Subdivision, according to the official plat recorded in the Office of the Utah County Recorder, including Lots 201-219.

Parcel Numbers: 34:620:0201 through 34:620:0219

All of Phase B, Plat 6 Arrival Subdivision, according to the official plat recorded in the Office of the Utah County Recorder, including Lots 601-631.

Parcel Numbers: 34:638:0601 through 34:638:0631

All of Phase B, Plat 4 Arrival Subdivision, according to the official plat recorded in the Office of the Utah County Recorder, including Lots 401-414.

Parcel Numbers: 34:645:0401 through 34:645:0414