



ENT 190390:2020 PG 1 of 5
JEFFERY SMITH
UTAH COUNTY RECORDER
2020 Dec 01 1:00 PM FEE 68.00 BY MA
RECORDED FOR EAGLE MOUNTAIN CITY

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

This Second Amendment to the Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Arrival (the “**Second 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- B. Arrival was originally made subject to that certain instrument entitled *Declaration of Covenants, Conditions, and Restrictions for Arrival*, as recorded in the Office of the Utah County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. The *First Amendment to the Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Arrival* was recorded in the Office of the Utah County Recorder on May 22, 2020 as Entry Number 69454:2020.
- E. 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.
- F. The Declarant still owns Lots in the community and the Arrival Homeowner’s Association (the “**Association**”) is under Declarant control.
- G. The Declarant desires to amend the Declaration to address matters specifically related to septic tank drain fields on Lots in Plat B, Phase 5 of the Project.

H. This Second 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.

I. Unless specifically modified herein, all remaining provisions of the Declaration and shall remain in full force and effect.

J. In case of any conflict between the terms of this Second Amendment and the terms of the Declaration, the provisions of this Second Amendment shall control.

K. Unless otherwise provided in this Second Amendment, capitalized terms used herein shall have the same meaning and effect as used in the Declaration.

SECOND AMENDMENT

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

1. Section 6.2.14 is hereby added to the Declaration and shall read as follows:

6.2.14 Septic Tank Drain Fields. Some Lots shown on Phase B, Plat 5 in the Project may have shallow bedrock or other geological conditions that may be unable to accommodate a proper septic tank drain field ("Drain Field") on the Lot. To address this issue, other nearby Lots ("Burdened Lots") have a 25' easement along some property lines to allow for a Drain Field to be constructed on that Burdened Lot for the benefit of a Lot that cannot accommodate its own Drain Field ("Benefited Lot").

Before an Owner of a Benefited Lot may construct a Drain Field on a Burdened Lot, such Owner must obtain prior written approval from the ARC. The Owner of the Benefited Lot must provide documentation showing shallow bedrock or other geological conditions on the Benefited Lot which necessitate the construction of a Drain Field on the Burdened Lot. The ARC may also require other documentation and construction plans as it deems reasonable. The cost of constructing a Drain Field on a Burdened Lot shall be borne solely by the Owner of the Benefited Lot, with care to disrupt the Burdened Lot as little as possible.

The Owner of a Burdened Lot may not construct any permanent structures on the Drain Field easement of the Lot unless it is determined by an expert or other conclusive source that a Drain Field will not ever be

needed to be constructed on the Burdened Lot. The ARC shall factor in the possibility of a Drain Field when reviewing all requests for ARC review submitted by an Owner of a Burdened Lot.

The ARC shall have the authority to adopt architectural guidelines to further define the rights and responsibilities of Owners of Burdened Lots and of Benefited Lots.

CERTIFICATION

IN WITNESS WHEREOF, the Declarant has executed this Second 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: Scot Hazard

Its: Manager

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 
_____ of Utah

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

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+/-