

WHEN RECORDED RETURN TO:
Ivory Development, LLC
Christopher P. Gamvroulas
978 East Woodoak Lane
Salt Lake City, UT 84117
(801) 747-7440

RETURNED
SEP 18 2019

E 3188026 B 7349 P 1086-1092
RICHARD T. HAUGHAN
DAVIS COUNTY, UTAH RECORDER
09/18/2019 12:21 PM
FEE \$52.00 Pgs: 7
DEP RT REC'D FOR CLINTON CITY

**SEVENTH SUPPLEMENT
TO
AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
CRANEFIELD ESTATES PRUD NO. 9**

This Seventh Supplement to Amended and Restated Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements for Cranefield Estates PRUD No 9 is made and executed by Ivory Development, LLC, a Utah limited liability company, of 978 East Woodoak Lane, Salt Lake City, UT 84117 (the "Declarant").

13-347-0207 → 0222 RECITALS

A. **WHEREAS**, the Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements for Cranefield Estates PRUD No. 1 was recorded in the Office of the County Recorder of Davis County, Utah on October 12, 2007 as Entry No. 2312956 (the "Initial Declaration") together with the related plat map for the initial phase of the Project in conjunction with Declarant's development of the Cranefield Estates subdivision (the "Project").

B. **WHEREAS**, the Amended and Restated Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements for Cranefield Estates PRUD No. 1 -1st Amendment was recorded in the office of the County Recorder of Davis County, Utah on May 30, 2008 as Entry No. 2369147 in Book 4544 at Pages 1020-1098 (the "Declaration") to facilitate expansion of the Project.

C. **WHEREAS**, the related Plat Map for Cranefield Estates PRUD No. 2 has also been recorded in the office of the County Recorder of Davis County, Utah.

D. **WHEREAS**, the First Supplement to the Amended and Restated Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements for Cranefield Estates PRUD No. 3 was recorded in the office of the County Recorder of Davis County, Utah together with the related Plat Map for Cranefield Estates PRUD No. 3.

E. **WHEREAS**, the Second Supplement to the Amended and Restated Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements for

Cranefield Estates PRUD No. 4 was recorded in the office of the County Recorder of Davis County together with the related Plat Map for Cranefield Estates PRUD No. 4.

F. **WHEREAS**, the Third Supplement to the Amended and Restated Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements for Cranefield Estates PRUD No. 5 was recorded in the office of the County Recorder of Davis County together with the related Plat Map for Cranefield Estates PRUD No. 5.

G. **WHEREAS**, the Fourth Supplement to the Amended and Restated Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements for Cranefield Estates PRUD No. 7 was recorded in the office of the County Recorder of Davis County together with the related Plat Map for Cranefield Estates PRUD No. 7

H. **WHEREAS**, the Fifth Supplement to the Amended and Restated Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements for Cranefield Estates PRUD No. 8 was recorded in the office of the County Recorder of Davis County together with the related Plat Map for Cranefield Estates PRUD No. 8.

I. **WHEREAS**, the Sixth Supplement to the Amended and Restated Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements for Clubview at Cranefield Estates No. 2 was recorded in the office of the County Recorder of Davis County together with the related Plat Map for Clubview at Cranefield No. 2.

J. **WHEREAS**, Declarant is the record owner of certain real property located in Utah County, Utah and described with particularity on Exhibit "A" attached hereto and incorporated herein by reference (the "Phase 9 Property").

J. **WHEREAS**, Declarant desires to further expand the Project to include an additional sixteen (16) lots Units on the Phase 9 Property.

K. **WHEREAS**, Declarant now intends that the Phase 9 Property and the lots thereon shall become part of the Project and subject to the Declaration, as it may be further amended and/or supplemented from time to time.

NOW, THEREFORE, for the reasons recited above, and for the benefit of the Project, the Declarant and the Owners, Declarant hereby executes this Seventh Supplement to Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements for Cranefield Estates PRUD No. 9.

SUPPLEMENT TO DECLARATION

1. Supplement to Definitions. Article I of the Declaration, entitled "Definitions," is hereby modified to include the following supplemental definitions:

- "Seventh Supplement to Declaration" shall mean and refer to this Seventh Supplement to Amended and Restated Declaration of Covenants,

Conditions and Restrictions, and Reservation of Easements for Cranfield Estates PRUD No. 9.

- “Phase 9 Plat Map” shall mean and refer to the final plat map of Cranfield Estates PRUD No. 9 of record and on file with the Office of the County Recorder of Davis County, Utah for Phase 9 of the Project recorded contemporaneous with the filing of this Seventh Supplement to Declaration.

Except as otherwise herein provided, the definition of terms contained in the Declaration are incorporated herein by this reference.

2. Legal Description. The legal description for the Phase 9 Property is set forth in Exhibit A.

3. Annexation. Consistent with the rights and authority reserved to the Declarant to develop the Project in phases, the Phase 9 Property shall be and hereby is annexed into and made part of the Project and made part of the Cranfield Estates Homeowners Association, organized and operating as a Utah nonprofit corporation (the “Association”). Recordation of this Seventh Supplement to Declaration, together with the Phase 9 Plat Map, shall constitute and effectuate further expansion of the Project, making the real property described in Exhibit A and every Owner and Occupant of a lot thereon subject to the Declaration and the functions, powers, rights, duties and jurisdiction of the Association.

4. Description of the Project, as Supplemented by the Seventh Supplement to Declaration. As reflected on the Phase 9 Plat Map, sixteen (16) new lots (Lot Nos. 207-R, 208-R, 209 through 220, 221-R and 222-R) and other improvements of a less significant nature are or will be constructed and/or created in the Project on the Phase 9 Property. Phase 1 has sixty-eight (68) Lots. Phase 2 has twenty-eight (28) Lots. Phase 3 has twenty-one (21) Lots. Phase 4 has eighteen (18) Lots. Phase 5 has twenty-two (22) Lots. Phase 7 has twenty-nine (29) Lots. Phase 8 has seventeen (17) Lots. Clubview at Cranfield 2 has twenty-nine (29) Lots. Upon the recordation of the Cranfield Estates PRUD No. 9 Plat Map and this Seventh Supplement to Declaration, the total number of Lots in the Project will be two-hundred forty-eight (248) Lots. The additional Lots in Phase 9 and the homes constructed thereon shall be substantially similar in construction, design, and quality as the Lots and homes in other phases of the Project.

5. Additional Covenants. The Phase 9 Property and the Lots thereon are subject to the Street Tree Plan for Phase 9 attached hereto as Exhibit B. Owners of Lots in Phase 9 shall be responsible to install and maintain trees and other landscaping in accordance with the Street Tree Plan.

6. Covenants, Conditions and Restrictions to Run with the Land. The Covenants, Conditions and Restrictions for the Phase 9 Property established by this Seventh Supplement to Declaration are binding on each Owner and assigns and successors in interest to the Unit and are intended to and shall run with the land.

7. Severability. If any provision, paragraph, sentence, clause, phrase, or word of this instrument should under any circumstance be invalidated, such invalidity shall not affect the validity of the remainder of this instrument, and the application of any such provision, paragraph, sentence, clause, phrase, or word in any other circumstances shall not be affected thereby.

8. Topical Headings and Conflict. The headings appearing in this Seventh Supplement to Declaration are only for convenience of reference and are not intended to define, restrict, or otherwise affect the content, meaning or intent of this instrument or any paragraph or provision hereof. In case any provisions hereof shall conflict with Utah law, Utah law shall be deemed to control.

9. Effective Date. The annexation of the Phase 9 Property into the Project shall be effective upon recording of this instrument and the Phase 9 Plat Map with the Office of Recorder of Davis County, Utah.

[Signature Page to Follow]

IN WITNESS WHEREOF, the undersigned has hereunto set its hand this 28th
day of August, 2019.

DECLARANT:
IVORY DEVELOPMENT, LLC.

By: 
Name: Christopher P. Gamvroulas
Title: President

STATE OF UTAH)
 ss:
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 28th day of August, 2019 by Christopher P. Gamvroulas, as President of IVORY DEVELOPMENT, LLC, a Utah limited liability company, personally known to me or proved on the basis of sufficient evidence, and Christopher P. Gamvroulas duly acknowledged to me that said IVORY DEVELOPMENT, LLC executed the same.


NOTARY PUBLIC

My Commission Expires: 03-19-2023

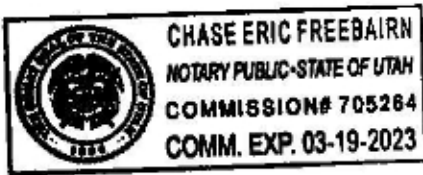


EXHIBIT A
LEGAL DESCRIPTION
CRANEFIELD ESTATES PRUD NO. 9

The real property referred to in the foregoing instrument as the Phase 9 Property is located in Davis County, Utah and is described more particularly as follows:

Cranefield Estates PRUD No. ⁴ Lots 207-R, 208-R, 209 through 220, 221-R and 222-R, inclusive, as shown on the official plat thereof of record and on file with the Office of Recorder for Davis, County, Utah recorded on ____, 2019 as Entry No. ____.

Lot Nos.:

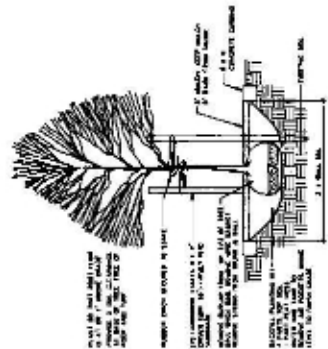
TREE SPECIES LIST

Prunus virginiana 'Canada Red'
CANADA RED CHOKECHERRY

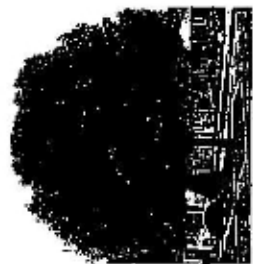
Acer ginnala
AMUR MAPLE

Acer nequundo 'Sensation'
SENSATION BOX ELDER

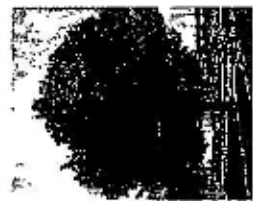
- LANDSCAPE NOTES:**
1. STREET TREES ARE TO BE LOCATED AT APPROXIMATELY 40 FEET ON CENTER AND 40' SPACING ON THE PLAN.
 2. ALL STREET CORNERS, TREES ARE LOCATED 30 FEET FROM INTERSECTION OF CENTER LINES PROJECTED THROUGH PARK STRIPS.
 3. TREES ARE TO BE LOCATED 30 FEET FROM A STREET LIGHT LOCATED AT AN INTERSECTION.
 4. STREET TREES ARE ALWAYS LOCATED 30 ON EITHER SIDE OF A STREET LIGHT. BETWEEN TWO STREET LIGHTS, TREES ARE TO BE EQUALLY SPACED. THIS MEANS THAT AN EQUAL SPACING MAY BE MORE OR LESS THAN 40 FEET.
 5. STREET TREES IN FRONT OF EACH LOT ARE TO BE INSTALLED BY THE HOMEOWNER IN COMPLIANCE WITH THIS PLAN.
 6. IF DRIVEWAY OR UTILITY CONFLICT WITH THE STREET TREE'S PLACEMENT, IT MAY BE ELIMINATED OR MAY REQUIRE ADJUSTMENT TO THE TREE LOCATION.
 7. STREET TREES SHALL BE CENTERED IN THE PARALLEL BETWEEN THE SIDEWALK AND CURB.
 8. ALL PARASTRIPS ARE TO BE PLANTED WITH LAMINAR. EITHER SEED OR SOO IS ACCEPTABLE. PLANTING IS THE RESPONSIBILITY OF THE HOMEOWNER AND IS TO BE MAINTAINED BY THE HOMEOWNER.



(A) TREE PLANTING & STAKING
NOT TO SCALE



AMUR MAPLE



SENSATION BOX ELDER



CANADA RED CHOKECHERRY

3188026
BK 7349 PG 1092

NO.	DESCRIPTION	DATE	BY	CHKD.
1	ISSUED FOR PERMIT	11/11/2023	J. HARRIS	J. HARRIS
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