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

E 3187438 B 7347 P 1992-1997
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
09/16/2019 02:58 PM
FEE \$78.00 Pgs: 6
DEP RT REC'D FOR IVORY DEVELOPMENT
LLC

RETURNED
SEP 16 2019

**FIRST SUPPLEMENT
TO
NEIGHBORHOOD DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS, AND RESERVATION OF EASEMENTS
FOR
CLUBVIEW AT CRANEFIELD NO. 2**

This First Supplement to Neighborhood Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements for Clubview at Cranefield No. 2 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").

RECITALS

A. **WHEREAS**, that certain Neighborhood Declaration of Covenants, Conditions, and Restrictions, and Reservation of Easements for Clubview at Cranefield No. 1 was recorded with the Office of County Recorder for Davis County, Utah on October 23, 2009 as Entry No. 2488822 (the "Clubview at Cranefield Neighborhood Declaration") together with the related plat map for Clubview at Cranefield in conjunction with Declarant's development of the Clubview at Cranefield subdivision ("Clubview at Cranefield").

B. **WHEREAS**, Clubview at Cranefield is part of the Cranefield Estates development project (the "Project") and is subject to and burdened and benefited by 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 "Master Declaration") for the Project.

C. **WHEREAS**, the Clubview at Cranefield Neighborhood Declaration, established, *inter alia*, the Clubview at Cranefield Subassociation as a neighborhood sub-association for Clubview at Cranefield (the "Subassociation"). The Subassociation is organized and operating as a Utah nonprofit corporation.

D. **WHEREAS**, the Clubview at Cranefield Neighborhood Declaration reserves to Declarant the right to develop Clubview at Cranefield and to expand the Subassociation to include additional Lots.

E. **WHEREAS**, Declarant is the owner and developer of certain real property located in Utah County, Utah and described with particularity on Exhibit "A" attached hereto and incorporated herein by reference (the "Clubview at Cranefield No. 2 Property").

F. **WHEREAS**, a final plat map for the Clubview at Cranefield No. 2 Property has been or will be recorded in the office of the County Recorder of Davis County, Utah ("Plat Map for Clubview at Cranefield No. 2.")

G. **WHEREAS**, Declarant desires to further expand the Project to include an additional twenty-nine (29) lots on the Clubview at Cranefield No. 2 Property, as reflected on the Plat Map for Clubview at Cranefield No. 2.

H. **WHEREAS**, Declarant now intends that the Clubview at Cranefield No. 2 Property and the Lots thereon shall become part of the Project and subject to the Clubview at Cranefield Neighborhood 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 First Supplement to Neighborhood Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements for Clubview at Cranefield No. 2 (the "First Supplement to Neighborhood Declaration").

SUPPLEMENT TO DECLARATION

1. Supplement to Definitions. Section 6 of the Clubview at Cranefield Neighborhood Declaration, entitled "Definitions," shall be and hereby is modified as follows:

- The term "Final Plat" as set forth in Section 6.24 shall be and hereby is expanded to include the Plat Map for Clubview at Cranefield No. 2 of record and on file with the Office of the County Recorder of Davis County, Utah for the Clubview at Cranefield No. 2 phase of the Project.

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

2. Legal Description. The legal description for the Clubview at Cranefield No. 2 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 Clubview at Cranefield No. 2 Property shall be and hereby is annexed into and made part of the Project and made part of the Subassociation. Recordation of this First Supplement to Neighborhood Declaration, together with the Plat Map for Clubview at Cranefield No. 2, 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 within this phase subject to the Clubview at Cranefield Neighborhood Declaration and the functions, powers, rights, duties and jurisdiction of the Subassociation.

4. Description of the Project, as Supplemented by the First Supplement to Neighborhood Declaration. As reflected on the Plat Map for Clubview at Cranefield No. 2, twenty-nine (29) new Lots (Lot Nos. 131 through 148, 149-R through 153-R, 154, 155-R, and 156 through 159) and other improvements of a less significant nature are or will be constructed and/or created in the Project on the Clubview at Cranefield No. 2 Property. The initial phase of the Project includes twenty-eight (28) Lots. Upon the recordation of this First Supplement to Neighborhood Declaration, the total number of Lots in the Project will be fifty-seven (57). Consistent with the provisions of the Clubview at Cranefield Neighborhood Declaration, each Lot in the Project shall have an equal vote in the Total Votes of the Subassociation and an equal share under the Covenant to Share Costs. The additional Lots in the Clubview at Cranefield No. 2 phase and the Homes constructed thereon shall conform to the same community standard as is applicable to the Lots and homes in other phases of the Project.

5. Additional Covenants. The Clubview at Cranefield No. 2 Property and the Lots thereon are subject to the Street Tree Plan for Clubview at Cranefield No. 2 attached hereto as Exhibit B. Owners of Lots in this phase 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 Clubview at Cranefield No. 2 Property established by this First Supplement to Neighborhood 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.

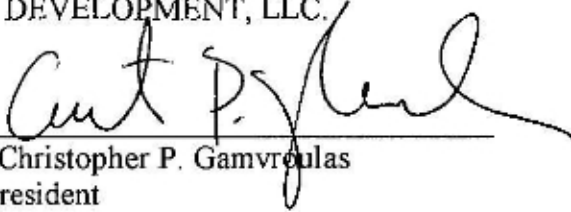
7. Severability. If any provision, paragraph, sentence, clause, phrase, or word of this instrument should under any circumstance be invalidated, such invalidity shall not affect the validity of the remainder of this instrument, and the application of any such provision, paragraph, sentence, clause, phrase,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

8. Topical Headings and Conflict. The headings appearing in this First Supplement to Neighborhood 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 Clubview at Cranefield No. 2 Property into the Project shall be effective upon recording of this instrument with the Office of Recorder of Davis County, Utah.


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

DECLARANT:
IVORY DEVELOPMENT, LLC.

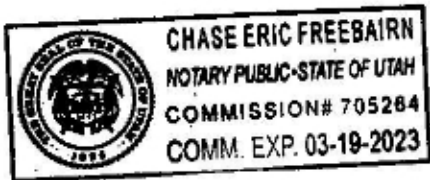
By: 
Name: Christopher P. Gamvroulas
Title: President

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
CLUBVIEW AT CRANEFIELD NO. 2**

The real property referred to in the foregoing instrument as the Clubview at Cranefield No. 2 Property is located in Davis County, Utah and is described more particularly as follows:

Clubview at Cranefield No. 2, Lots 131 through 148, 149-R through 153-R, 154, 155-R, and 156 through 159, inclusive, as shown on the official plat thereof of record and on file with the Office of Recorder for Davis, County, Utah recorded on February 7, 2018 as Entry No. 3074668.

Lot Nos.:

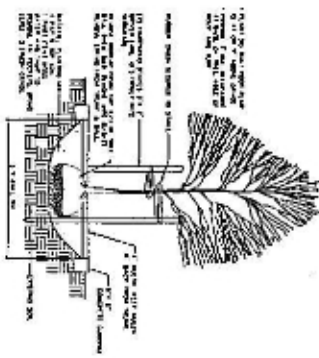
133280131, 133280132, 133280133, 133280134, 133280135, 133280136,
133280137, 133280138, 133280139, 133280140, 133280141, 133280142,
133280143, 133280144, 133280145, 133280146, 133280147, 133280148,
133280149, 133280150, 133280151, 133280152, 133280153, 133280154,
133280155, 133280156, 133280157, 133280158, 133280159

TREE SPECIES LIST

- Prunus virginiana 'Canada Red'
- CANADA RED CHOKECHERRY
- Acer ginnala
- AMUR MAPLE
- Acer negundo 'Sensation'
- SENSATION BOX ELDER

LANDSCAPE NOTES:

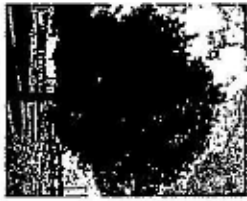
1. STREET TREES ARE TO BE LOCATED AT APPROXIMATELY 40 FEET ON CENTER AND AS SHOWN ON THE PLAN.
2. AT STREET CORNER TREES ARE LOCATED 30 FEET FROM INTERSECTION OR CONTINUATION PROJECTED THROUGH POLE STRIPS.
3. TREES ARE TO BE LOCATED 30 FEET FROM A STREET LIGHT LOCATED AT AN INTERSECTION.
4. STREET TREES ARE ALWAYS LOCATED 30 ON EITHER SIDE OF A STREET.
5. TREES ARE TO BE PLANTED AT EQUAL SPACING, UNLESS OTHERWISE SPECIFIED. TREES ARE TO BE EQUALLY SPACED FROM EDGES THAT ARE EQUAL SPACING. MAY BE MORE OR LESS THAN 40 FEET.
6. STREET TREES WITHIN 10' OF EACH LOT ARE TO BE INSTALLED BY THE HOMEOWNER IN COMPLIANCE WITH THIS PLAN.
7. IF BARRIERS OR UTILITIES CONFLICT WITH THE STREET TREE'S SPACING, IT MAY BE NECESSARY TO MAKE ADJUSTMENT TO THE TREE LOCATION.
8. STREET TREES SHALL BE CENTERED IN THE FOOTCURE BETWEEN THE SIDEWALK AND CURB.
9. ALL STREETS ARE TO BE PLANTED WITH LAWN - STREET SIDE OR SIDE IS MULTIPLE PLANTING IS RESPONSIBILITY OF THE HOMEOWNER AND IS TO BE MAINTAINED BY THE HOMEOWNER.



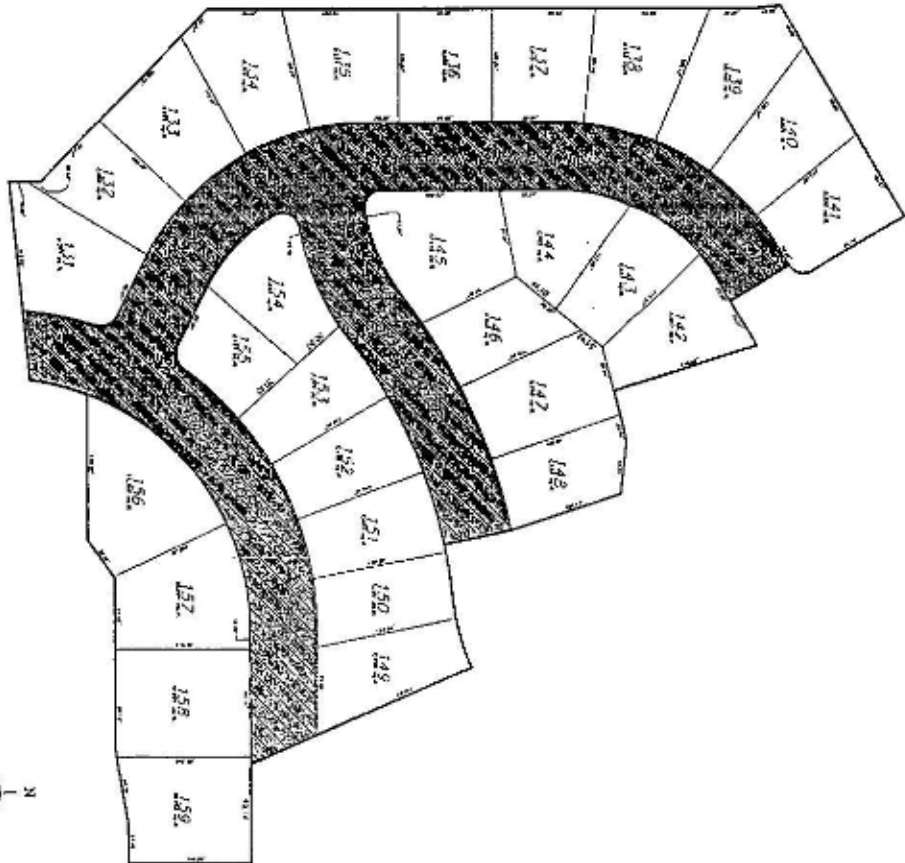
CANADA RED CHOKECHERRY



AMUR MAPLE



SENSATION BOX ELDER



NO.	DATE	DESCRIPTION
1	10/1/11	ISSUED FOR PERMIT
2	10/1/11	ISSUED FOR PERMIT
3	10/1/11	ISSUED FOR PERMIT
4	10/1/11	ISSUED FOR PERMIT
5	10/1/11	ISSUED FOR PERMIT
6	10/1/11	ISSUED FOR PERMIT
7	10/1/11	ISSUED FOR PERMIT
8	10/1/11	ISSUED FOR PERMIT
9	10/1/11	ISSUED FOR PERMIT
10	10/1/11	ISSUED FOR PERMIT

CRANEFIELD ESTATES CLUBVIEW 2 STREET TREE PLAN

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ENGINEERING AND SURVEYING, LLC
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