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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 3187437 B 7347 P 1985-1991
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
09/16/2019 02:57 PM
FEE \$78.00 Pgs: 7
DEP RT REC'D FOR IVORY DEVELOPMENT
LLC

RETURNED
SEP 16 2019

**SIXTH SUPPLEMENT
TO
AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
CLUBVIEW AT CRANEFIELD NO. 2**

This Sixth Supplement to Amended and Restated 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**, 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. 5 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**, 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").

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

K. **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 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 Sixth Supplement to Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements for Clubview at Cranefield No. 2.

SUPPLEMENT TO DECLARATION

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

- "Sixth Supplement to Declaration" shall mean and refer to this Sixth Supplement to Amended and Restated Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements for Clubview at Cranefield No. 2.
- "Clubview at Cranefield No. 2 Plat Map" shall mean and refer to the final plat map of 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 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 Cranefield Estates Homeowners Association, organized and operating as a Utah nonprofit corporation (the "Association"). Recordation of this Sixth Supplement to Declaration, together with the recorded Clubview at Cranefield No. 2 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 within this phase subject to the Declaration and the functions, powers, rights, duties and jurisdiction of the Association.

4. Description of the Project, as Supplemented by the Sixth Supplement to Declaration. As reflected on the Clubview at Cranefield No. 2 Plat Map, 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. 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. Upon the recordation of this Sixth Supplement to Declaration, the total number of Lots in the Project will be two-hundred thirty-two (232) Lots. 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 Sixth 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.

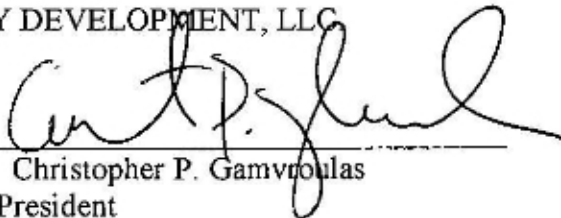
8. Topical Headings and Conflict. The headings appearing in this Sixth Supplement to Declaration are only for convenience of reference and are not intended to define, restrict, or otherwise affect the content, meaning or intent of this instrument or any paragraph or provision hereof. In case any provisions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

9. Effective Date. The annexation of the 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.

[Signature Page to Follow]

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

DECLARANT:
IVORY DEVELOPMENT, LLC

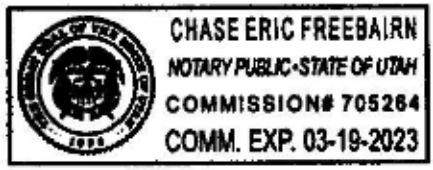
By: 
Name: Christopher P. Gamvroulas
Title: President

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
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 glabrum
- AMUR MAPLE
- Acer negundo 'Sensation'
- SENSATION BOX ELDER

LANDSCAPE NOTES:

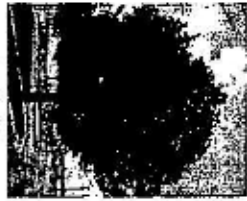
1. STREET TREES ARE TO BE LOCATED AT APPROXIMATELY 40 FEET ON CENTER AND AS SHOWN ON THE PLAN.
2. AT STREET CORNERS, TREES ARE LOCATED 20 FEET FROM INTERSECTION CENTERLINE PROJECTED THROUGH PARK STRIPS.
3. TREES ARE TO BE LOCATED 20 FEET FROM A STREET LIGHT LOCATED AT AN INTERSECTION.
4. STREET TREES ARE ALWAYS LOCATED 10 FEET EITHER SIDE OF A STREET LIGHT BETWEEN TWO STREET LIGHTS. TREES ARE NOT TO EQUALLY SPACER THE MIDDLE. THAT ANY 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 A NEARBY TREE OR ANOTHER PLANTING TO THE TREE LOCATION.
7. STREET TREES SHALL BE CENTERED IN THE PAVEMENT BETWEEN THE SIDEWALK AND CURB.
8. ALL PLANTINGS ARE TO BE PLANTED WITH LEAVY, BRUSHY TREES OR BUSHES ACCEPTABLE. PLANTING IS THE RESPONSIBILITY OF THE HOMEOWNER AND IS TO BE MAINTAINED BY THE HOMEOWNER.



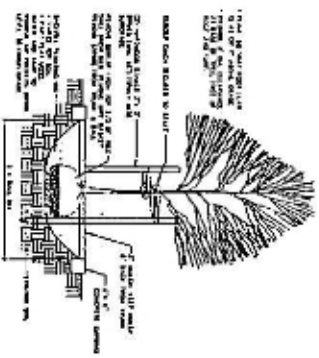
CANADA RED CHOKECHERRY



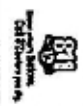
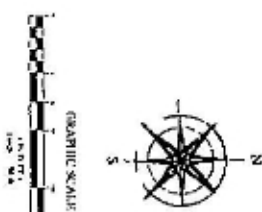
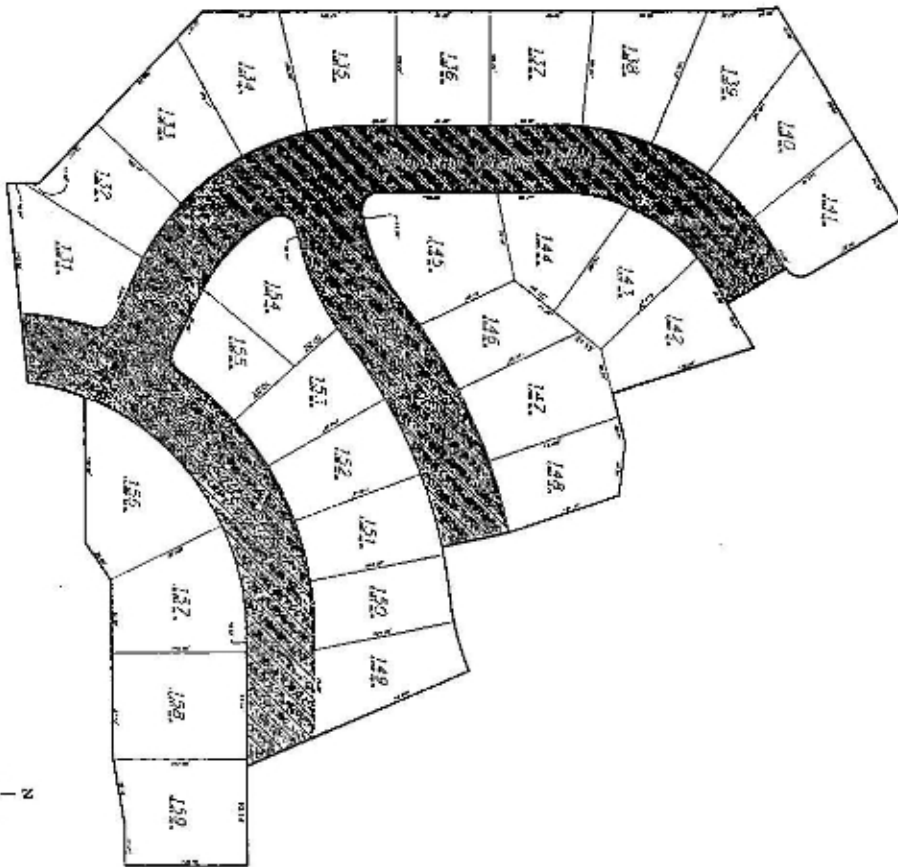
AMUR MAPLE



SENSATION BOX ELDER



TREE PLANTING & STAKING



DATE	DESCRIPTION
11/11/11	PREPARED
11/11/11	CHECKED
11/11/11	APPROVED
11/11/11	ISSUED
11/11/11	REVISION

STREET TREE PLAN
1 OF 1

**CRANEFIELD ESTATES
CLUBVIEW 2
STREET TREE PLAN**

FOCUS
ENGINEERING AND SURVEYING, LLC
1000 WEST 1000 EAST, SUITE 200
SALT LAKE CITY, UT 84119
801.466.1111