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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
01/16/2020 12:39 PM
FEE \$56.00 Pgs: 8
DEP RT REC'D FOR IVORY DEVELOPMENT
LLC

WHEN RECORDED RETURN TO:

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

**FIRST SUPPLEMENT
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, AND
RESERVATION OF EASEMENTS, AND
BYLAWS FOR EVERGREEN FARMS PHASE 3A SUBDIVISION**

This First Supplement to Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements and Bylaws for Evergreen Farms Phase 3A Subdivision 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").

11-852-0334 → 0337 0338 → 0381

RECITALS

11-853-0325 → 0327 0329 → 0333 0376 & 0377

A. **WHEREAS**, the Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements and Bylaws for Evergreen Farms Phase 3A Subdivision was recorded in the Office of the County Recorder of Davis County, Utah on January 27, 2016 as Entry No. 2917877 (the "Initial Declaration") together with the related plat map for the initial phase of the Project in conjunction with Declarant's development of the Evergreen Farms subdivision (the "Project").

B. **WHEREAS**, the related Plat Map for Evergreen Farms subdivision has also been recorded in the office of the County Recorder of Davis County, Utah.

C. **WHEREAS**, Declarant is the owner and developer of certain real property located in Davis County, Utah and described with particularity on Exhibit "A" attached hereto and incorporated herein by reference (the "Evergreen Farms Phases 3E and 3F").

J. **WHEREAS**, Declarant desires to further expand the Project to include Evergreen Farms Phases 3E and 3F.

K. **WHEREAS**, Declarant now intends that Evergreen Farms Phases 3E and 3F 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 First Supplement to Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements and Bylaws for Evergreen Farms Phase 3A Subdivision.

SUPPLEMENT TO DECLARATION

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

"First Supplement to Declaration" shall mean and refer to this First Supplement to Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements and Bylaws for Evergreen Farms Phase 3A Subdivision.

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 Evergreen Farms Phases 3E and 3F is set forth in Exhibit A.

3. Annexation. Consistent with the rights and authority reserved to the Declarant to amend the Declaration and to expand the application of the Declaration, the Evergreen Farms Phases 3E and 3F shall be and hereby is annexed into and made part of the Project and made part of the Evergreen Farms Phase 3 Homeowners Association, organized and operating as a Utah nonprofit corporation (the "Association"). Recordation of this First Supplement to Declaration 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 First Supplement to Declaration. As reflected on the Evergreen Farms Subdivision Phase 3E and Phase 3F Plat Maps, eighteen (18) new Lots (Lot Nos. 334 through 337, 378 through 381, 325 through 327, 329 through 333, and 376 through 377) and other improvements of a less significant nature are or will be constructed and/or created in the Project on Evergreen Farms Phases 3E and 3F. The additional Lots in the Evergreen Farms Phases 3E and 3F and the homes constructed thereon shall conform to either the Ivory Homes Catalogue or other Ivory Homes' product lines, unless approved in writing by the Declarant.

5. Covenants, Conditions and Restrictions to Run with the Land. The Covenants, Conditions and Restrictions for the Evergreen Farms Phases 3E and 3F established by this First 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.

6. Street Tree Plan. The Street Tree Plan attached to the Declaration as Exhibit "C" shall be supplemented by the Street Tree Plan attached as Exhibit "B" to this First Supplement to Declaration. Redmond Linden shall be an acceptable substitute for any American Linden specified on the Street Tree Plan attached to the Declaration as Exhibit "C".

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.

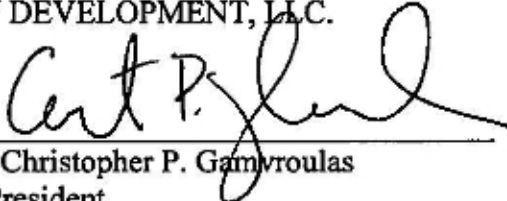
8. Topical Headings and Conflict. The headings appearing in this First Supplement to Declaration are only for convenience of reference and are not intended to define, restrict, or otherwise affect the content, meaning or intent of this instrument or any paragraph or provision hereof. In case any provisions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

9. Effective Date. The annexation of the Evergreen Farms Phases 3E and 3F into the Project shall be effective upon recording of this instrument with the Office of Recorder of Davis County, Utah.

[Signature Page to Follow]

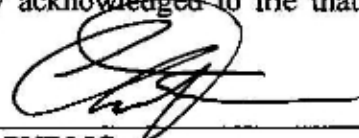
IN WITNESS WHEREOF, the undersigned has hereunto set its hand this 13th
day of January, ~~2019~~ 2020.

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 13th day of January ~~2019~~ 2020
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
EVERGREEN FARMS PHASES 3E AND 3F

3E Parcel Nos. 11-452-0334 to 0337, 0378 - 0381

3F Parcel Nos. 11-453-0325 to 0327, 0376, 0377
also 0329 to 0333

EXHIBIT B
SUPPLEMENTAL STREET TREE PLAN

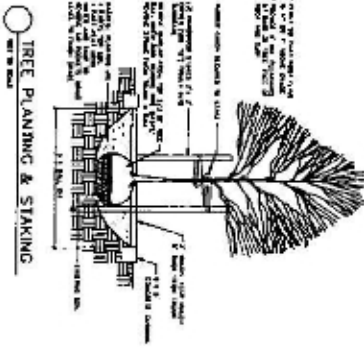
(See next page)

TREE SPECIES LIST

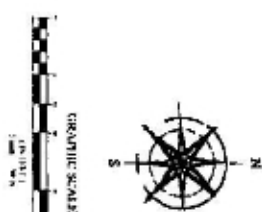
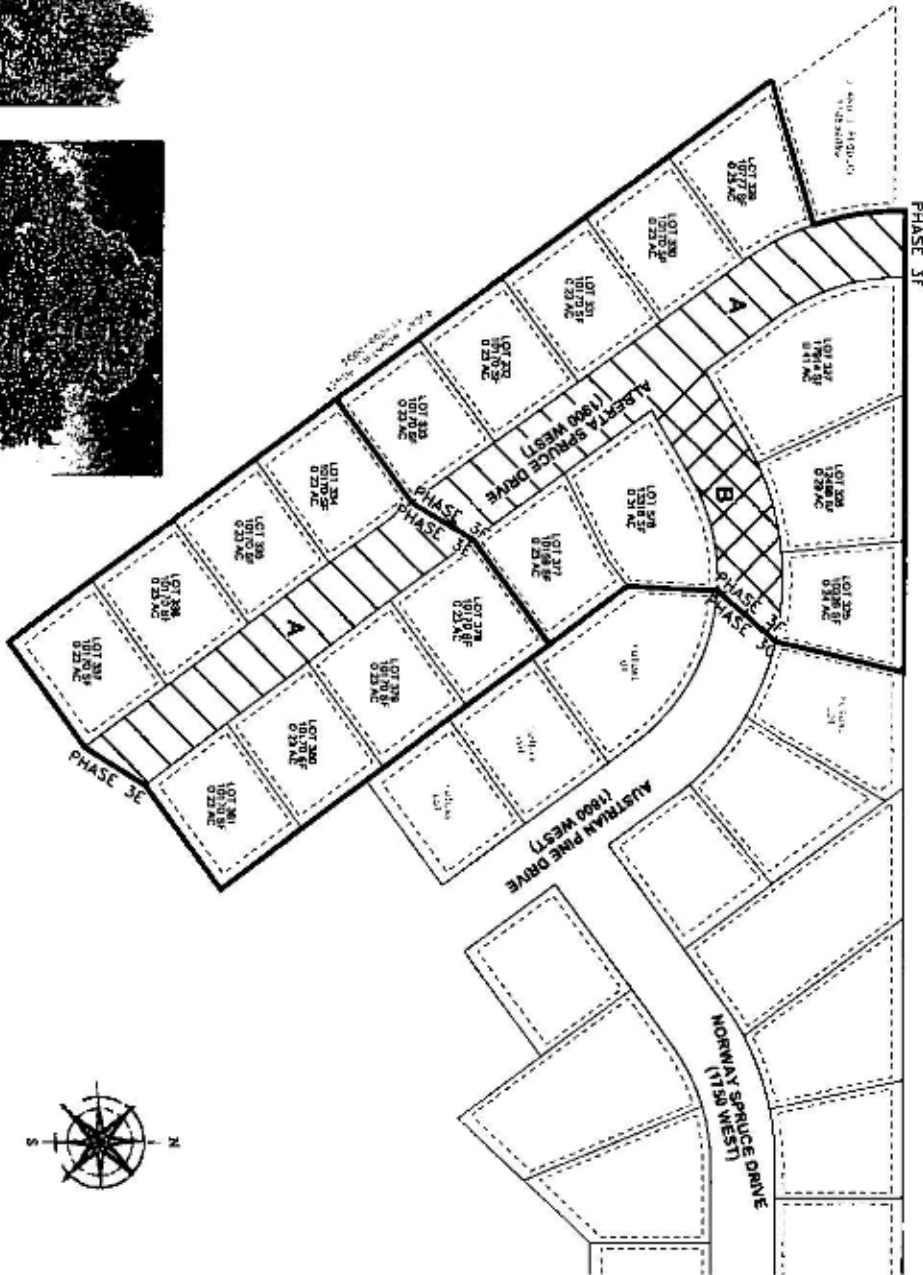
- A. Tilia Americana 'Redmond'
REDMOND LINDEN
- B. Quercus Robur
ENGLISH OAK

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 50 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 UTILITIES CONFLICT WITH THE TREE'S PLACEMENT, IT MAY BE ELIMINATED OR MAY REQUIRE ADJUSTMENT TO THE TREE'S LOCATION.
7. STREET TREES SHALL BE CENTERED IN THE PARKSTRIP BETWEEN THE SIDEWALK AND CURB.
8. ALL PARKSTRIPS ARE TO BE PLANTED WITH LAWN - EITHER SEED OR SOD IS ACCEPTABLE. PLANTING IS THE RESPONSIBILITY OF THE HOMEOWNER AND IS TO BE MAINTAINED BY THE HOMEOWNER.



TREE PLANTING & STAKING



NO.	REVISION	DATE
1	ISSUED	11/11/2011
2	REVISED	11/11/2011
3	REVISED	11/11/2011
4	REVISED	11/11/2011
5	REVISED	11/11/2011
6	REVISED	11/11/2011
7	REVISED	11/11/2011
8	REVISED	11/11/2011
9	REVISED	11/11/2011
10	REVISED	11/11/2011

1 OF 1

EVERGREEN FARMS
LAYTON CITY, DAVIS COUNTY
STREET TREE PLAN

FOCUS
ENGINEERING AND SURVEYING, LLC
4600 S. HIGHWAY 100, SUITE 200
MIDLAND, TEXAS 79701
WWW.FOCUSGROUP.COM

BOUNDARY DESCRIPTION

PART OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN. BEGINNING AT A POINT BEING LOCATED NORTH 89°57'58" EAST 1116.92 FEET ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER AND SOUTH 36°25'35" EAST 619.87 FEET FROM THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER WHICH IS MARKED BY A DAVIS COUNTY BRASS CAP MONUMENT. RUNNING THENCE: NORTH 53°34'25" EAST 113.00 FEET; THENCE NORTH 31°20'23" EAST 62.66 FEET; THENCE NORTH 53°34'25" EAST 113.00 FEET; THENCE SOUTH 36°25'35" EAST 360.00 FEET TO THE NORTHERLY BOUNDARY LINE OF EVERGREEN FARMS SUBDIVISION PHASE 3B; THENCE ALONG SAID NORTHERLY BOUNDARY LINE THE FOLLOWING THREE (3) COURSES: (1) SOUTH 53°34'25" WEST 113.00 FEET; (2) SOUTH 31°20'23" WEST 62.66 FEET; (3) SOUTH 53°34'25" WEST 113.00 FEET; THENCE NORTH 36°25'35" WEST 360.00 FEET TO THE POINT OF BEGINNING. CONTAINING 2.347 ACRES.

BOUNDARY DESCRIPTION

PART OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN. BEGINNING AT A POINT BEING LOCATED NORTH 89°57'58" EAST 1116.92 FEET ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER AND SOUTH 36°25'35" EAST 146.44 FEET FROM THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER WHICH IS MARKED BY A DAVIS COUNTY BRASS CAP MONUMENT. RUNNING THENCE NORTH 73°39'58" EAST 132.37 FEET; THENCE ALONG THE ARC OF A 239.00 FOOT RADIUS CURVE TO THE RIGHT 77.95 FEET, HAVING A CENTRAL ANGLE OF 18°41'12", CHORD BEARS NORTH 9°22'56" WEST 77.60 FEET; THENCE NORTH 00°02'22" WEST 4.16 FEET TO THE NORTH LINE OF SAID SOUTHWEST QUARTER; THENCE ALONG SAID NORTH LINE NORTH 89°57'58" EAST 404.36 FEET; THENCE SOUTH 13°19'56" WEST 115.21 FEET; THENCE SOUTH 39°32'24" WEST 67.48 FEET; THENCE SOUTH 02°46'56" WEST 79.34 FEET; THENCE SOUTH 36°25'35" EAST 84.53 FEET TO THE NORTHERLY BOUNDARY LINE OF THE EVERGREEN FARMS SUBDIVISION PHASE 3E; THENCE ALONG SAID NORTHERLY BOUNDARY LINE THE FOLLOWING THREE (3) COURSES: (1) SOUTH 53°34'25" WEST 113.00 FEET; (2) SOUTH 31°20'23" WEST 62.66 FEET; (3) SOUTH 53°34'25" WEST 113.00 FEET; THENCE NORTH 36°25'35" WEST 473.43 FEET TO THE POINT OF BEGINNING. CONTAINING 3.580 ACRES.