

54/7

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

E 3392176 B 7783 P 311-317
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
06/17/2021 10:15 AM
FEE \$54.00 Pgs: 7
DEP RT REC'D FOR LAYTON CITY

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

11-885-0321 **FOR PHASES 3G & 3H SUBDIVISION** **D**
also 0324, 0359, 0360, 0373, 0374, 0375

This Second Supplement to Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements and Bylaws for Evergreen Farms 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").

11-886-0312, 0316 → 0320, 0357, 0358
RECITALS

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**, previous supplements to the Initial Declaration were recorded on October 3rd 2016 and January 16th 2020 as Entry No. 2970698 and Entry No. 3218841 respectively (the "Previous Supplements").

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

D. **WHEREAS**, Declarant is or will be 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 3G and 3H").

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

F. **WHEREAS**, Declarant now intends that Evergreen Farms Phases 3G and 3H 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 Second 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:

"Second Supplement to Declaration" shall mean and refer to this Second 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 3G and 3H 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 3G and 3H 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 Second 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 3G and Phase 3H Plat Maps, seventeen (17) new Lots (Lot Nos. 373 through 375 and 395-407) and other improvements of a less significant nature are or will be constructed and/or created in the Project on Evergreen Farms Phases 3G and 3H. The additional Lots in the Evergreen Farms Phases 3G and 3H 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 3G and 3H established by this Second 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 Second 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 Second 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 3G and 3H 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 7th
day of June 7th, 2021.

DECLARANT:
IVORY DEVELOPMENT, LLC.

By: [Signature]
Name: Kevin Anglesey
Title: Secretary

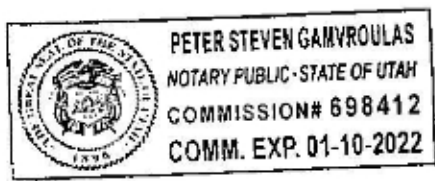
STATE OF UTAH)
 SS:
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 7th day of June 2021
by Kevin Anglesey, as Secretary of IVORY DEVELOPMENT, LLC, a Utah limited
liability company, personally known to me or proved on the basis of sufficient evidence,
and Kevin Anglesey duly acknowledged to me that said IVORY DEVELOPMENT, LLC
executed the same.

[Signature]

NOTARY PUBLIC

My Commission Expires: 01-10-2022



**EXHIBIT A
LEGAL DESCRIPTION
EVERGREEN FARMS PHASES 3G AND 3H**

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

PART OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, BEGINNING AT A POINT ON THE NORTH LINE OF SAID QUARTER SECTION BEING LOCATED SOUTH 89°41'13" WEST 695.82 FEET FROM THE CENTER QUARTER CORNER OF SAID QUARTER SECTION; RUNNING THENCE SOUTH 36°04'46" EAST 173.34 FEET; THENCE SOUTH 58°08'16" EAST 70.93 FEET; THENCE SOUTH 22°03'12" EAST 169.38 FEET TO THE NORTHERLY BOUNDARY LINE OF EVERGREEN FARMS SUBDIVISION PHASE 3C; THENCE ALONG SAID NORTHERLY BOUNDARY LINE FOLLOWING FIVE (5) COURSES; (1) SOUTH 43°25'52" WEST 78.91 FEET; (2) NORTH 36°04'46" WEST 90.00 FEET; (3) SOUTH 53°55'14" WEST 113.00 FEET; (4) SOUTH 72°03'37" WEST 61.03 FEET; (5) SOUTH 53°55'14" WEST 113.00 FEET TO THE EASTERLY BOUNDARY LINE OF EVERGREEN FARMS SUBDIVISION PHASE 3E AND EVERGREEN FARMS SUBDIVISION PHASE 3F; THENCE ALONG SAID EASTERLY BOUNDARY LINE NORTH 36°04'46" WEST 283.60 FEET TO THE EASTERLY BOUNDARY LINE OF EVERGREEN FARMS SUBDIVISION PHASE 3F; THENCE ALONG SAID EASTERLY BOUNDARY LINE OF EVERGREEN FARMS SUBDIVISION PHASE 3F FOLLOWING THREE (3) COURSES; (1) NORTH 3°07'45" EAST 79.34 FEET; (2) NORTH 39°53'10" EAST 67.48 FEET; (3) NORTH 13°40'44" EAST 115.21 FEET; THENCE SOUTH 89°41'13" EAST 214.22 FEET TO THE POINT OF BEGINNING, CONTAINING 151,996 SQUARE FEET OR 3.489 ACRES MORE OR LESS.

Parcel Numbers:

PART OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, BEGINNING AT A POINT ON THE NORTH LINE OF SAID QUARTER SECTION BEING LOCATED NORTH 89°41'13" WEST 138.00 FEET FROM THE CENTER QUARTER CORNER OF SAID QUARTER SECTION; RUNNING THENCE ALONG THE WEST BOUNDARY LINE OF EVERGREEN FARMS SUBDIVISION PHASE 3D SOUTH 0°33'42" WEST 265.55 FEET TO THE NORTHERLY BOUNDARY LINE OF EVERGREEN FARMS SUBDIVISION PHASE 3C; THENCE ALONG SAID NORTHERLY BOUNDARY LINE FOLLOWING FOUR (4) COURSES; (1) NORTH 89°26'18" WEST 111.00 FEET; (2) SOUTH 79°30'26" WEST 59.10 FEET; (3) NORTH 89°26'18" WEST 105.94 FEET; (4) SOUTH 43°25'52" WEST 78.91 FEET TO THE EASTERLY BOUNDARY LINE OF EVERGREEN FARMS PHASE 3G; THENCE ALONG SAID WESTERLY BOUNDARY LINE FOLLOWING THREE (3) COURSES; (1) NORTH 22°03'12" WEST 169.38 FEET; (2) NORTH 58°08'16" WEST 70.93 FEET; (3) NORTH 36°04'46" WEST 173.34 FEET; THENCE ALONG THE NORTH LINE OF SAID QUARTER SECTION SOUTH 89°41'13" EAST 557.82 FEET TO THE POINT OF BEGINNING, CONTAINING 124,128 SQUARE FEET OR 2.849 ACRES MORE OR LESS.

Parcel Numbers:

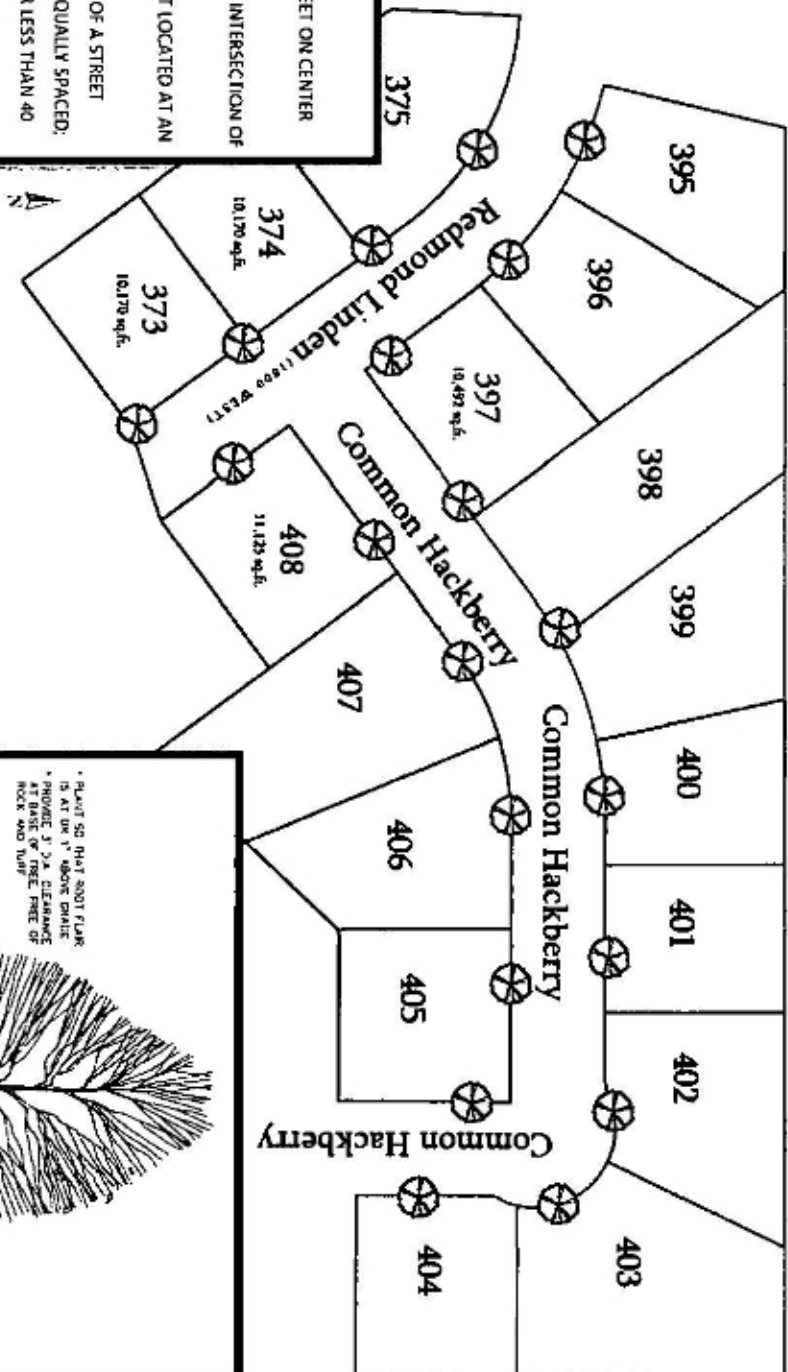
EXHIBIT B
SUPPLEMENTAL STREET TREE PLAN

TREE SPECIES LIST

- A. *Tilia Americana* 'Redmond'
REDMOND LINDEN
- B. *Celtis Occidentalis*
COMMON HACKBERRY

LANDSCAPE NOTES:

1. STREET TREES ARE TO BE LOCATED AT APPROXIMATELY 40 FEET ON CENTER AND AS SHOWN ON THE PLAN.
AT STREET CORNERS, TREES ARE LOCATED 30 FEET FROM INTERSECTION OF CENTER LINES PROJECTED THROUGH PARK STRIPS.
TREES ARE TO BE LOCATED 30 FEET FROM A STREET LIGHT LOCATED AT AN INTERSECTION.
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.
2. STREET TREES IN FRONT OF EACH LOT ARE TO BE INSTALLED BY THE HOMEBUYER IN COMPLIANCE WITH THIS PLAN.
3. IF DRIVEWAY OR UTILITIES CONFLICT WITH THE STREET TREES PLACEMENT, IT MAY BE ELIMINATED OR MAY REQUIRE ADJUSTMENT TO THE TREES LOCATION.
4. STREET TREES SHALL BE CENTERED IN THE PARKSTRIP BETWEEN THE SIDEWALK AND CURB.
5. ALL PARKSTRIPS ARE TO BE PLANTED WITH LAWN OR ANOTHER HOA APPROVED DESIGN WITH WATERWISE PLANTINGS. PLANTING IS THE RESPONSIBILITY OF THE HOMEOWNER AND IS TO BE MAINTAINED BY THE HOMEOWNER.
6. TREE IMAGE PLACEMENT ON MAP ARE FOR DESIGN PURPOSES ONLY. PLEASE REFER TO NOTE 1 FOR ACCURATE PLACEMENT.



PHASE 3G

PHASE 3H

