

**After Recording, Return to:**

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ANDREA ALLEN  
UTAH COUNTY RECORDER  
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RECORDED FOR CITY OF SARATOGA SPRINGS

**DECLARATION  
OF  
ACCESS, EASEMENTS, AND RESTRICTIONS  
FOR  
STEELE RIDGE DEVELOPMENT**

SARATOGA RIDGE DEVELOPMENT, LLC  
Declarant

## DECLARATION OF ACCESS, EASEMENTS, AND RESTRICTIONS FOR STEELE RIDGE DEVELOPMENT

This Declaration of Access, Easements, and Restrictions (“Declaration”) for Steele Ridge Development is made as of the 30<sup>th</sup> day of September, 2022 by Saratoga Ridge Development, LLC, a Utah limited liability company, qualified to do business in the State of Utah, having an address at 1518 W 2600 N, Pleasant Grove, Utah 84062 (“Declarant”).

### RECITALS

A. Declarant is the owner of that certain real property situated in the City of Saratoga Springs, County of Utah, State of Utah, which real property is made up of eleven parcels more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference and sometimes referred to herein individually by their individual Lot numbers and collectively as the “Parcels.”

B. Subsequent to the recordation of this Declaration, Declarant intends to develop or allow or cause the development of the Parcels as retail and commercial sites.

C. Declarant has determined that it is in the best interest of the Owners and Permittees of the Parcels to establish certain covenants, conditions and restrictions with respect to said Parcels, for the mutual and reciprocal benefit and complement of the Parcels and the present and future Owners and Permittees thereof, on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the above premises and of the covenants herein contained, the Declarant does hereby declare that the Parcels and all present and future Owners and Permittees of the Parcels shall be and hereby are subject to the terms, covenants, easements, restrictions, and conditions hereinafter set forth in this Declaration, so that said Parcels shall be maintained, kept, sold and used in full compliance with and subject to this Declaration and, in connection therewith, Declarant covenants and agrees as follows:

I. Definitions. For purposes hereof:

(a) The term “Access Openings” shall mean the openings and access points for use of the Driveways as shown on the Site Plan.

(b) The term “Allocable Sign Share” shall mean the share of each Owner of Parcels 4, 7, 8, 9, 10, and 11 of the Pylon Sign Costs expressed as a percentage determined by dividing the square foot area of the total available sign panels on both sides of the Pylon Sign assigned to each Parcels 4, 7, 8, 9, 10, and 11.

(c) The term “Common Area” shall mean those portions of the Parcels that are outside of exterior walls of buildings or other structures from time to time located on the Parcels, and which are either unimproved, or are improved as (without limitation) parking areas, Driveways, roadways, walkways, light standards, curbing, paving, entrances, exits and other

similar exterior site Improvements. Drive thru areas and related facilities in connection with any building on a Parcel shall not however be deemed part of the Common Area on any of the Parcels.

(d) The term “Driveways” shall mean, collectively, those proposed driveways and related driveway Improvements, paving, curbing, entrances and exits, in the locations within the Parcels as shown on the Site Plan or as same may be constructed on the Parcels.

(e) The Term “Improvement” or “Improvements” means any and all changes to a Parcel, from initial construction through later construction or maintenance, which are intended to be temporary or permanent in nature (other than changes made during a period of construction which will be removed when the period is complete), including, but not limited to, new structures, changes to building exteriors and exterior roofs, parking areas, loading areas, vehicle circulation lanes and parking, exterior lighting, sculptures, sidewalks, fences, walls, railings, ramps, stairways, storage shelters, decks, awnings, landscaping, poles, antennae, ponds, lakes, fountains, swimming pools, tennis or athletic courts, signs, any public or private utility lines, pipes, sewers, ducts, chutes, conduits, wires, grading, excavation, fill work, storm drains, changes in exterior color or shape, glazing or reglazing of exterior windows, and any new exterior construction or exterior Improvement which may not be included in any of the foregoing. Improvements include both original Improvements and all later changes and Improvements, and include any installation, construction, remodeling, replacement, refinishing, addition, or alteration of any of the foregoing.

(f) The term “Owner” or “Owners” shall mean the Declarant and any and all successors or assigns of such persons as the owner or owners of fee simple title to all or any portion of the real property covered hereby, whether by sale, assignment, inheritance, operation of law, trustee’s sale, foreclosure, or otherwise, but not including the holder of any lien or encumbrance on such real property.

(g) The term “Parcel” or “Parcels” shall mean each separately identified parcel of real property now constituting a part of the real property subjected to this Declaration as described and set forth on **Exhibit A** attached hereto, and any future subdivisions thereof.

(h) The term “Permittees” shall mean the tenants or occupants of a Parcel, and the respective employees, agents, contractors, customers, invitees and licensees of (i) the Owner of such Parcel, and/or (ii) such tenants or occupants.

(i) The term “Pylon Sign” shall mean the pylon sign which is identified on the Site Plan and which does not exist as of the date of this Declaration and as may be modified in the future by the Declarant.

(j) The term “Pylon Sign Costs” shall be as defined in Section 2(d)(iii) herein.

(k) The term “Site Plan” shall mean that site plan of the Parcels attached hereto as **Exhibit B** and by reference made a part hereof. Except as may be otherwise provided in this Declaration, the Site Plan is for identification purposes only.

2. Easements.

(a) Grant of Reciprocal Access and Parking Easements. Subject to any express conditions, limitations or reservations contained herein, the Owners hereby grant, establish, covenant and agree that the Parcels, and all Owners and Permittees of the Parcels, shall be benefited and burdened by (i) a non-exclusive and perpetual easement for reasonable access, ingress and egress over the Driveways, so as to provide for the passage of motor vehicles and pedestrians between all portions of the Common Area of the Parcels intended for such purposes, and to and from all abutting streets or rights of way furnishing access to such Parcels, which easement is hereby imposed upon the Parcels and all present and future Owners and Permittees of the Parcels; and (ii) a non-exclusive and perpetual easement for parking in the designated parking spaces within the Common Area on the Parcels, subject to any exclusive rights granted to any tenants within a Parcel, solely as to that particular Parcel.

(b) Utility Lines and Facilities.

(i) Declarant does hereby declare a nonexclusive easement under, through and across the Common Area of the Parcels for the installation, operation, flow, passage, use, maintenance, connection, repair, relocation, removal and replacement of water mains, storm drains, sewers, drainage facilities, water distribution lines and pipes, water sprinkler system lines, telephone or electrical conduits or systems, cable, gas mains and other utility facilities necessary for the orderly development and operation of the Common Area and each building from time to time located within the Parcels, subject to the written approval of the Owner of the applicable Parcel as to the location of such facilities, which approval shall not be unreasonably withheld, delayed or conditioned. To the extent not already existing, all such facilities shall be installed and maintained below the ground level or surface of such easements, except that fire hydrants, ground mounted electrical transformers and such other facilities as are required to be above ground by the utility providing such service and which have been approved by the Owner of the applicable Parcel (including temporary service required during the construction, maintenance, repair, replacement, alteration or expansion of any buildings or Improvements located on the Parcels) shall be permitted. The easement area shall be no wider than necessary to reasonably satisfy the requirements of a private or public utility, or five feet (5') on each side of the centerline if the easement is granted to a private party. The installation, operation, maintenance, repair and replacement of such easement facilities shall not unreasonably interfere with the use of the Common Area or with the normal operation of any business on the Parcels. The grantee shall bear all costs related to the installation, operation, maintenance, repair and replacement of such easement facilities, shall repair to the original specifications any damage to the Common Area resulting from such use, and shall provide as-built plans for all such facilities to the Owners of all Parcels upon which such utility lines are located within thirty (30) days after the date of completion of construction of the easement facilities.

(ii) At any time and from time to time an Owner (or an Owner's Permittee on such Owner's behalf) shall have the right to install, repair, maintain and/or relocate on its Parcel any facilities installed (or to be installed) pursuant to the foregoing grant of easement

which is then located (or to be located) on the Parcel of such Owner, provided that (A) in the case of an installation or relocation, such installation or relocation shall be performed only after thirty (30) days' notice in writing of the Owner's (or its Permittee's) intention to undertake the relocation shall have been given to the Owner of each Parcel served by the facility, (B) in the case of a repair and/or maintenance, such repair and/or maintenance shall be performed only after thirty (30) days' written notice of the Owner's (or its Permittee's) intention to undertake repair and/or maintenance shall have been given to the Owner of each Parcel served by the facility, except in the case of an emergency (defined as any situation where there is an imminent threat of harm to persons or property), when such notice shall be given a reasonable period in advance of such emergency repair as is practicable, (C) any such repair, maintenance and/or relocation shall not unreasonably interfere with or diminish service to the Parcels served by the facility, (D) any such repair, maintenance and/or relocation shall not reduce or unreasonably impair the usefulness, capacity or function of the applicable facility, (E) any such repair, maintenance and/or relocation shall be performed without cost or expense to the Owner or any Permittee of any other Parcel, (F) any such repair, maintenance and/or relocation shall provide for the original and relocated area (if applicable) to be restored using materials and design standards which equal or exceed those originally used, (G) any such repair, maintenance and/or relocation shall not unreasonably interfere with the business operation of any of the Owners or Permittees of the Parcels, and (H) if an electrical line/computer line is being relocated, the grantor and grantee shall coordinate such interruption to eliminate any materially detrimental effects, without first obtaining the prior written consent of the consenting Owners, which consent shall not be unreasonably withheld, conditioned or delayed. The Owner performing such relocation shall provide as-built plans for all such relocated utility lines to the Owners of all Parcels served by such facilities within thirty (30) days after the date of completion of such relocation.

(c) Storm Drainage and Drainage Easements. The Owners hereby grant and convey to the other Owners the perpetual right and easement to discharge surface storm water drainage and/or runoff from the grantee's Parcel and related drainage facilities, to tie into and connect with the water drainage/retention system serving all of the Parcels. All drains, gutters, downspouts, berms, swells, and other drainage facilities and systems (collectively, "Systems") shall be maintained by each Owner, with respect to the portion of each such System located upon an Owner's Parcel, in a neat, orderly, safe and sanitary condition, and in such a manner as to facilitate the orderly discharge of water by means thereof.

(d) Sign Easement.

(i) Subject to any express conditions, limitations or reservations contained herein, Declarant hereby declares that the Parcels shall be burdened by a perpetual, non-exclusive and irrevocable easement over and across such areas (including access to and from such areas), for the limited purpose of the installation, replacement, operation, maintenance and repair of electrical lines serving the Pylon Sign and sign panels and related attachments thereto on the Pylon Sign identifying the name and/or logos of the then Permittees on the Parcels on the Pylon Sign (or any future replacement). The easement granted herein shall include and be over, under, upon and across those portions of Parcels upon which it is reasonably necessary to install, replace, maintain, repair and operate any sign panels located on the Pylon Sign and the electric lines serving the Pylon Sign.

(ii) Each Parcel Owner of Parcels 4, 7, 8, 9, 10, and 11 shall be entitled to utilize the sign panels allocated to each Owner by the Declarant.

(iii) The Declarant covenants at all times during the term hereof to operate and maintain or cause to be operated and maintained at its expense, the Pylon Sign in good order, condition and repair, including maintaining and keeping the lighting and related electrical equipment and fixtures related to the Pylon Sign in good operating condition and repair, maintaining the landscaping, paying for all utilities serving the Pylon Sign, maintaining replacement cost property insurance on the Pylon Sign structure and equipment, and keeping the Pylon Sign lighted during the period between dusk and dawn (the out of pocket costs incurred by Declarant in performing such obligations are referred to herein as the “Pylon Sign Costs”).

(iv) Each Parcel Owner of Parcels 4, 7, 8, 9, 10, and 11 shall at all times during the term hereof pay its Allocable Sign Share of the Pylon Sign Costs reasonably and fairly assessed by the Declarant within thirty (30) days following receipt of an invoice from the Declarant describing such Pylon Sign Costs, along with reasonable evidence (e.g., invoices) of the costs incurred.

(v) Each Owner (or its Permittees) shall be responsible for the performance and cost of any maintenance, repair or replacement of their individual identifications sign panels affixed and/or attached to the Pylon Sign. Each individual sign panel shall comply with all applicable governmental laws, codes and ordinances and shall solely be available for a Permittee of the applicable Parcel.

(vi) No signs, structures, landscaping or Improvements shall be placed or maintained on a Parcel that shall materially obstruct or impair the visibility of the Pylon Sign unless required by law or governmental agency having jurisdiction over the Parcel.

(vii) Each Owner (or its Permittees) of Parcels 1, 2, 3, 5 and 6 shall be entitled to erect a monument sign on their Parcel. The Owners of Parcels 1, 2, 3, 5 and 6 shall, at all times, maintain each monument sign in good, condition and repair at their own expense.

(e) Indemnification. Each Owner having rights with respect to an easement granted hereunder shall indemnify and hold the Owner whose Parcel is subject to the easement and the Permittees of such Owner, harmless from and against all claims, liabilities, and expenses (including reasonable attorneys’ fees) relating to accidents, injuries, loss or damage of or to any person or property arising from the negligent, intentional or willful acts or omissions of such Owner, its contractors, employees, agents or others acting on behalf of such Owner.

(f) Access Openings. The Access Openings shall in no event be blocked, closed, altered, changed or removed and shall at all times remain in place as shown on the Site Plan. There shall be maintained between the Access Openings a smooth and level grade transition to allow the use of the Driveways for pedestrian and vehicular ingress and egress as set forth in paragraph 2(a) above. No Owner shall be permitted to maintain a fence or other Improvements

along the boundary line of its Parcel or portions of a Parcel adjacent to the roadway and right of way areas that shall prevent cross-access between the Parcels.

(g) Reasonable Use of Easements.

(i) The easements hereinabove granted shall be used and enjoyed by each Owner and its Permittees in such a manner so as not to unreasonably interfere with, obstruct or delay the conduct and operations of the business of any other Owner or its Permittees at any time conducted on its Parcel, including, without limitation, public access to and from said business, and the receipt or delivery of merchandise in connection therewith.

(ii) Once commenced, any construction undertaken in reliance upon an easement granted herein shall be diligently prosecuted to completion, so as to minimize any interference with the business of any other Owner and its Permittees. Except in cases of emergency, the right of any Owner to enter upon a Parcel of another Owner for the exercise of any right pursuant to the easements set forth herein, or to prosecute work on such Owner's own Parcel if the same interferes with easements of ingress, egress or access to or in favor of another Owner's Parcel, shall be undertaken only in such a manner so as to minimize any interference with the business of the other Owner and its Permittees. In such case, no affirmative monetary obligation shall be imposed upon the other Owner, and the Owner undertaking such work shall with due diligence repair at its sole cost and expense any and all damage caused by such work and restore the affected portion of the Parcel upon which such work is performed to a condition which is equal to or better than the condition which existed prior to the commencement of such work. In addition, the Owner undertaking such work shall pay all costs and expenses associated therewith and shall indemnify and hold harmless the other Owner(s) and its Permittees from all damages, losses, liens or claims attributable to the performance of such work.

3. Maintenance; Building Restrictions.

(a) Maintenance. Until such time as Improvements are constructed on a Parcel, the Owner thereof shall maintain or cause to be maintained the same in a clean and neat condition and shall take such measures as are necessary to control grass, weeds, blowing dust, dirt, litter or debris.

(b) Buildings and Appurtenances Thereto. Each Owner covenants to keep and maintain or cause to be kept and maintained, at its cost and expense, the building(s) located from time to time on its respective Parcel in good order, condition and repair. Once constructed, in the event of any damage to or destruction of a building on any Parcel, the Owner of such Parcel shall, at its sole cost and expense, with due diligence either (i) repair, restore and rebuild or cause its Permittee to repair, restore or rebuild such building to its condition prior to such damage or destruction (or with such changes as shall not conflict with this Agreement), or (ii) demolish and remove or cause its Permittee to demolish and remove all portions of such damaged or destroyed building then remaining, including the debris resulting therefrom, and otherwise clean and restore the area affected by such casualty to a level, graded condition.

(c) Common Area. Each Owner of a Parcel covenants at all times during the term hereof to operate and maintain or cause to be operated and maintained at its expense all Common Area located on its Parcel in good order, condition and repair, except that the maintenance, care and repair of the Driveways is governed by Section 3(g) below. Following the construction of Improvements thereon, maintenance of Common Area shall include, without limitation, maintaining and repairing all sidewalks and the surface of the parking and roadway areas, removing all papers, debris and other refuse from and periodically sweeping all parking and road areas to the extent necessary to maintain the same in a clean, safe and orderly condition, maintaining and keeping lit appropriate lighting fixtures for the adequate lighting of parking areas and roadways (subject to the provisions of Section 3(d) hereinbelow), from dusk to dawn each day, maintaining marking, directional signs, lines and striping as needed, maintaining landscaping, maintaining signage in good condition and repair, and performing any and all such other duties as are necessary to maintain such Common Area in a clean, safe and orderly condition. Except as otherwise expressly provided in this Agreement, once constructed, in the event of any damage to or destruction of all or a portion of the Common Area on any Parcel, the Owner of such Parcel shall, at its sole cost and expense, with due diligence, repair, restore and rebuild or cause to be repaired, restored and rebuilt such Common Area to its condition prior to such damage or destruction (or with such changes as shall not conflict with this Declaration). Each Owner reserves the right to alter, modify, reconfigure, relocate and/or remove the Common Area or building areas on its Parcel, subject to the following conditions: (i) the same shall not violate any of the provisions and easements granted in Section 2; and (ii) the requirements of Section 3(f) below shall be complied with.

(d) Utility Facilities. Each Owner shall at all times during the term hereof construct, operate and maintain or cause to be constructed, operated and maintained, in good order, condition and repair, at its sole expense, any utility or other installations serving the Parcel of such Owner and from time to time existing on the Parcel of another Owner pursuant to an easement described herein.

(e) Drainage. The Declarant shall be responsible for performing the obligations of maintaining the storm water boxes and any other drainage facilities serving the Parcels (the costs of such maintenance shall be referred to as "Drainage Costs." Each Parcel Owner shall at all times during the term hereof pay its share of the Drainage Costs that are reasonably and fairly assessed by the Declarant within thirty (30) days following receipt of an invoice from the Declarant describing such Drainage Costs, along with reasonable evidence (e.g., invoices) of the costs incurred. Each Parcel Owner shall pay 1/11 of the Drainage Costs.

(f) Building Limitations. All buildings shall be one story in height and shall not exceed a maximum height of thirty (30) feet from grade level on that particular Parcel. The building area shall be limited to not more than the maximum total of square feet of building area that can be supported by parking on the applicable Parcel in accordance with applicable governmental laws, codes and ordinances. Each Parcel shall comply with applicable governmental parking ratio requirements (including governmental approved variances) without taking into account the parking provided on the other Owner's Parcel, such that each Parcel shall be self-sufficient for vehicular parking.



(g) Driveways. The Declarant covenants at all times during the term hereof to maintain or cause to be maintained at its expense, the Driveways in good order, condition and repair (the out of pocket costs incurred by Declarant in performing such obligations are referred to herein as the "Driveway Costs"). Each Parcel Owner shall at all times during the term hereof pay its share of the Driveway Costs reasonably and fairly assessed by the Declarant within thirty (30) days following receipt of an invoice from the Declarant describing such Driveway Costs, along with reasonable evidence (e.g., invoices) of the costs incurred. The Driveway Costs shall be divided equally between the Lot Owners so that each Lot Owner pays 1/11 of the Driveway Costs for each Lot owned.

#### 4. Construction of Improvements.

(a) Approval of Improvements. A function of the Declarant is to review and approve or disapprove plans and specifications for Improvements proposed to be installed or modified on any part of the Parcels. NO IMPROVEMENTS SHALL BE ERECTED, CONSTRUCTED, PLACED, ALTERED, REMODELED, DEMOLISHED, OR PERMITTED TO REMAIN ON SUCH PORTION OF THE PROPERTY UNTIL PLANS AND SPECIFICATIONS, IN SUCH FORM AND DETAIL AS THE DECLARANT MAY DEEM REASONABLY NECESSARY, SHALL HAVE BEEN SUBMITTED TO THE DECLARANT AND APPROVED BY IT IN WRITING. The Declarant shall have the sole discretion to determine whether plans and specifications submitted to it for approval are acceptable subject to being commercially reasonable, and the Declarant shall be entitled and empowered to enjoin or remove any construction undertaken in accordance with plans and specifications that have not been approved in writing by the Declarant.

(b) Plans and Specifications. The Declarant may base its approval or disapproval on, among other things:

(i) architectural character of all proposed Improvements, taking into consideration the aesthetic quality of any structures with respect to height, form, proportion, volume, siting, exterior materials, and roofing materials (type, scale, texture, color, and durability), proposed quality of workmanship, and the appearance of the Improvements from the air;

(ii) adequacy of Parcel dimensions for the proposed Improvements;

(iii) conformity and harmony of external design with Improvements on neighboring Parcels and types of operations and uses thereof;

(iv) relation to topography, grade, and finish ground elevations to that of neighboring Parcels;

(v) functional appropriateness with respect to vehicle handling, pedestrian circulation, siting of buildings (both in relationship to one another and in relationship to buildings, existing or proposed, located on other Parcels), drainage, utility service systems, and lighting;

- (vi) extent and quality of landscaped areas;
- (vii) exterior and/or monument signage; or
- (viii) compliance with the purpose and general plan, intent, and provisions of this Declaration.

(c) Timelines. Should the Declarant fail to approve or disapprove plans properly presented by an Owner within 20 days after submission to the Declarant, it shall be presumed that the Declarant has approved such properly submitted plans and specifications. If work does not begin within 18 months from the date Declarant approves plans, then the approval given under this Section shall be deemed revoked by the Declarant, unless the Declarant expressly extends the time for commencing work. All work covered by such approval, once begun, shall be constructed with due diligence and completed as soon as reasonably possible, but, in any event absent an extension granted by the Declarant, must be completed within three (3) years of starting, except for such period of time as such completion is rendered impossible or would result in great hardship due to strikes, fires, national emergencies, critical materials shortages, or other intervening forces beyond the control of the Owner.

(d) Compliance. Every building (including its appurtenant Common Area Improvements and signage), now or in the future constructed on any parcel shall be constructed, operated and maintained so that the same is in compliance with all applicable governmental requirements.

(e) Setbacks. Each Parcel shall be subject to setbacks as detailed below:

- (i) Front/Corner Side of the Building: 10 feet;
- (ii) Interior Side of the Building: 10 feet or height of the building, whichever is greater, when adjacent to a residential zone; and
- (iii) Rear of Building: 30 feet or height of the building, whichever is greater, when adjacent to a residential zone.

Notwithstanding the setbacks specified above, all setbacks must also comply with local zoning ordinances.

(f) Fire Protection. All buildings shall be designed, constructed, and maintained to comply fully at all times with any applicable law relating to fire protection. All such buildings and their associated ingress and egress from and to streets and surface parking areas shall be so related to one another and arranged to permit ease of access for emergency fire vehicles. Designated fire lanes within any Parcel shall be so located, marked, and protected from encroachment to function effectively at all times.

(g) Parking. Each Owner must provide on its Parcel adequate parking areas for employees, the handicapped, visitors, and service vehicles and at least the minimum amount of

parking required by the applicable law. No parking shall be permitted on streets, on entrance driveways, or on internal roads on the Parcels. All surface parking shall be paved and shall have integral concrete curbs and gutters. Notwithstanding the foregoing, no Owner of any Lot shall erect a fence or other barrier for the purpose of dividing or separating any parking area on any Lot. The parking area located on each Parcel are to be considered "Common Areas" under this Declaration for the benefit of all Parcels.

(h) Landscaping. Each Owner, contemporaneously with the development of Improvements on a Site, shall install landscaping, including plants, grass vines, ground cover, trees, shrubs, flowers, mulch, bulbs, rocks, landscape edging, water features, lighting in landscaped areas, underground irrigation systems, and related landscape improvements and materials, on all unimproved areas on its Parcel in accordance with plans approved by the Declarant. An Owner shall keep all such landscaping in good condition and repair and in a neat and orderly appearance and shall be responsible for all expenses relating to the maintenance, repair, or replacement of Landscaping on the Owner's Parcel. Automatic underground irrigation systems must be installed in all landscaped areas on a Site. The Declarant shall be responsible for maintaining the landscaping not located on any specific Parcel but shall divide the costs of the maintenance between the Parcel Owners (the costs to maintain the landscaping shall be referred to as "Landscaping Costs"). Each Parcel Owner shall at all times during the term hereof pay its share of the Landscaping Costs that are reasonably and fairly assessed by the Declarant within thirty (30) days following receipt of an invoice from the Declarant describing such Landscaping Costs, along with reasonable evidence (e.g., invoices) of the costs incurred. Each Parcel Owner shall pay 1/11 of the Landscaping Costs.

(i) Trash and Garbage. No Parcel, or part thereof, shall be used or maintained as a dumping ground for rubbish, trash, or garbage before, during, or after the installation of any Improvements. Trash collection containers shall be situated and enclosed so as not to be visible from streets or other adjacent Parcels.

(j) Surface Water Flow and Drainage. Each Owner shall control water runoff drainage from the Owner's Parcel to prevent damage to adjacent tracts, streets, or any other Parcel.

(k) Environment.

(i) No Owner, tenant, operator, occupant, or other user of the Parcel or any portion thereof shall handle, store, deposit, use, process, make, dispose of, release, or allow any of its agents, employees, contractors, occupants, or invitees to handle, store, deposit, use, process, make, dispose of, or release any Hazardous Substances (defined below) of any kind from, on, in, under, or in the air above any part of the Parcel, including, but not limited to, any surface waters or groundwater located on the Parcel, or into public sanitary sewer systems serving the Parcel without complying with all Environmental Laws (defined below), including, but not limited to, performing pre-treatment, obtaining permits, and giving notices as required by Environmental Laws. "Hazardous Substances" means those substances now or hereafter included within (whether as a result of such substance's inclusion on a list, physical characteristics, or otherwise) any of the definitions of "hazardous substances," "hazardous waste," "hazardous materials," "pollutant," "contaminant," or "toxic substance" under, or otherwise regulated by, any Environmental Laws,

including, but not limited to: (i) mixtures containing listed Hazardous Substances and waste generated from the treatment, storage, or disposal of Hazardous Substances; (ii) asbestos; (iii) polychlorinated biphenyls; (iv) radioactive materials; and (v) petroleum (including crude oil or any fraction thereof), natural gas, natural gas liquids, liquified natural gas, and synthetic gas. “Environmental Laws” means and includes all applicable law relating to pollution or protection of human health, wildlife, natural resources, or the environment (including ambient air, surface water, ground water, land surface, or subsurface strata) including such laws governing or regulating the use, generation, storage, removal, remediation, recovery, treatment, handling, transport, disposal, control, release, discharge of, or exposure to, Hazardous Materials. Without limiting the generality of the foregoing, Environmental Laws include the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601, *et seq.*, the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, *et seq.*, the Toxic Substances Control Act, 15 U.S.C. Section 2601, *et seq.*, the Clean Water Act, 33 U.S.C. Section 1251, *et seq.*, the Hazardous Materials Transportation Act, 49 U.S.C. Section 5101, *et seq.*, the Clean Air Act, 42 U.S.C. Sections 7401, *et seq.*, the Safe Drinking Water Act, 42 U.S.C. Section 300f, *et seq.*, the Occupational Safety and Health Act, 29 U.S.C. Chapter 15, *et seq.*, the Federal Water Pollution Control Act, 33 U.S.C. Sections 1251, *et seq.*, the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. Section 136, *et seq.*, and the River and Harbors Appropriation Act, 33 U.S.C. Section 403, *et seq.*, and all regulations adopted thereunder and all state and local analogs. In addition to the foregoing, Environmental Laws also means and includes all voluntary cleanup programs and/or brownfields programs under federal, state, or local law and all requirements imposed by any related permit.

(ii) Each Owner, tenant, operator, occupant, or other user of the Parcel shall be responsible for and shall pay all losses related to the disposal or release by such Owner, tenant, operator, occupant, or other user of any Hazardous Substances, sewage, or wastes of any kind in, on, under, or in the air above the Parcel, which loss shall include, but not be limited to, closure, removal, remediation, cleanup, containment, and other response costs, injuries to persons, damages to property, legal expenses, and interest paid to any governmental entity; provided, however, this covenant does not apply to Hazardous Substances generated on or migrating from other Parcels or already existing on the Parcel in question as of the date of the acquisition of such Parcel by such Owner, tenant, operator, occupant, or other user. The covenant in the immediately preceding sentence itself does not create any obligation of Owner, tenant, operator, occupant, or other user of a Parcel other than for the payment of the costs and expenses described in such sentence, and no person has any rights under the covenant in such sentence to enforce any claim for any remedy against such Owner, tenant, operator, occupant, or other user of such Parcel other than for the payment or recovery of the costs and expenses described in such sentence.

(l) Fences. The use of fences on a Parcel is permitted only if specifically referenced in the Site Plan and permitted by the local government ordinances and any other applicable law. Notwithstanding, fences are not permitted under any circumstances between two or more Parcels.

## 5. Restrictions.

(a) General. Each Parcel shall be used for lawful purposes in conformance with all restrictions imposed by all applicable governmental laws, ordinances, codes, and regulations, and no use or operation shall be made, conducted or permitted on or with respect to all or any portion of a Parcel which is illegal.

(b) Exclusive and Restricted Uses. Each Owner and Permittee shall not violate the exclusive and restricted uses set forth on **Exhibit C**.

(c) Additional Use Restrictions. In addition to the foregoing, throughout the term of this Declaration, it is expressly agreed that neither all nor any portion of the Parcels, shall be used, directly or indirectly, for purposes of a cocktail lounge, bar (except in connection with a restaurant or a gaming establishment), or any other establishment that sells alcoholic beverages for on-premises consumption (except in connection with a restaurant or a gaming establishment); disco; bowling alley; pool hall; billiard parlor; skating rink; roller rink; amusement arcade; a theater of any kind; adult book store, adult theatre, adult amusement facility, or any facility selling or displaying pornographic materials or having such displays; second hand store (excluding Goodwill), odd lot, closeout or liquidation store (specifically excluding a single price point type store such as a Dollar Tree, 99 Cent Store or Big Lot's type store); auction house; flea market; educational or training facility (including, without limitation, a beauty school, barber college, school or other facility catering primarily to students or trainees rather than customers, but excluding day care centers, tutoring or learning centers, and except as may be incidental to another permitted use); massage parlor (except a day spa or other national or regional store that is not sexually explicit, such as a Massage Envy); funeral home; sleeping quarters or lodging; the outdoor housing or raising of animals; any industrial use (including, without limitation, any manufacturing, smelting, rendering, refining, chemical manufacturing or processing, or other manufacturing uses, excluding photofinishing); any mining or mineral exploration or development except by non-surface means; a carnival, amusement park or circus; an assembly hall; any use involving the use, storage, disposal or handling of hazardous materials or underground storage tanks; or a church, temple, synagogue, mosque, or other house of worship.

6. Drive-Throughs. No facility on a Parcel for vehicular drive-up or drive-through in which the stopping or standing of motor vehicles in line at a location for dropoff and/or pickup is intended (as, for example, at a restaurant, car wash or bank) shall be assigned, constructed, used or operated in any manner such that motor vehicles in line at such facility stop or stand onto another Parcel or otherwise materially interfere with the normal pattern and flow of pedestrian or vehicular traffic on and across an adjacent Parcel. In addition, valet parking on a Parcel, in which the stopping or standing of motor vehicles at a location for drop off and/or pick up of passengers is intended, shall not be operated in any manner such that motor vehicles shall stop or stand on an adjacent Parcel and/or the Driveways so as to interfere with the normal pattern and flow of pedestrian or vehicular traffic on and across another Parcel and/or the Driveways.

7. Insurance. Commencing with the date of this Declaration and thereafter during the term hereof, each Owner shall maintain (or cause to be maintained), general commercial liability insurance (as a separate policy or as a part of a blanket policy covering other insureds and other locations) against claims for personal injury or death and property damage occasioned by accident occurring upon, in or about the Parcel owned by such Owner, such insurance (i) in each case to

afford protection to the limit of not less than Two Million and No/100 Dollars (\$2,000,000.00) in respect of injury or death to any one person and to the limit of not less than Five Million and No/100 Dollars (\$5,000,000.00) in respect of injury or death to any number of persons arising out of any one accident and such insurance against property damage to afford protection to the limit of not less than Two Million and No/100 Dollars (\$2,000,000.00) in respect of any instance of property damage. The minimum coverage limits set forth above shall be subject to upward adjustment from time to time at the request of any Owner (but not more frequently than once every five (5) years), such adjustment to reflect the percentage increase in the CPI-U (or other commonly accepted measure of cost of living) since the last date of adjustment, or as otherwise agreed in writing by the Owners.

8. Taxes and Assessments. Each Owner shall pay all taxes, assessments, or charges of any type levied or made by any governmental body or agency with respect to its Parcel.

9. Notices. Each notice, approval, consent or demand which any Owner desires or is required to serve upon the Declarant pursuant to this Declaration must be in writing and shall be delivered or mailed as provided herein to the following addresses:

To Declarant:                      Saratoga Ridge Development LLC  
    1518 W 3600 N  
    Pleasant Grove, Utah 84062  
    Attn: Trent Maddox  
    Email: trent@pepperdignhomes.com

with a copy to:                      Strong & Hanni  
    Attn: Casey W. Jones, Esq.  
    102 S 200 E, Suite 800  
    Salt Lake City, Utah, 84111  
    (801) 532-7080  
    cjones@strongandhanni.com

All notices hereunder shall be in writing and given by (a) established express delivery service which maintains delivery records, (b) hand delivery, (c) certified or registered mail, postage prepaid, return receipt requested, or (d) email when received. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or impossible because of failure to provide a reasonable means for accomplishing delivery. Notices may be given by a party by their attorney on such party's behalf.

#### 10. General Provisions.

(a) Covenants Run With the Land. The easements, rights, privileges, benefits, covenants, conditions, obligations and restrictions contained herein shall be deemed to be covenants running with the land. If any Parcel is hereinafter divided into two or more Parcel(s),

all of the Owners of said Parcel shall be entitled to the benefits of the easements, rights and privileges granted hereunder and all of said Owners shall be burdened by the easements, covenants, conditions and restrictions established hereunder; provided, however, that upon the transfer of ownership of a Parcel, the liability of the transferor for the subsequent breach of any covenant or obligation occurring thereafter shall automatically terminate.

(b) Duration. Except as otherwise provided herein, each easement, covenant, restriction and undertaking of this Declaration shall be perpetual.

(c) Injunctive Relief. In the event of any violation or threatened violation by any Parcel Owner or occupant of the terms, covenants, and conditions herein contained, in addition to the other remedies herein provided, or available at law or in equity, any other Parcel Owner or occupant shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction.

(d) Modification Provisions. This Declaration may not be modified in any respect whatsoever, or rescinded in whole or in part, except with the consent of all Owners of all of the Parcels, as evidenced by a written instrument that is duly recorded in the office of the Utah County, Utah Recorder's Office.

(e) Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Parcels to the general public or for the general public or for any public purposes whatsoever, it being the intention of Declarant that this Declaration shall be strictly limited to and for the purposes herein expressed.

(f) Breach Shall Not Permit Termination. No breach of this Declaration shall entitle any Parcel Owner to cancel, rescind or otherwise terminate this Declaration, but such limitation shall not affect in any manner any other rights or remedies that such Parcel Owner may have hereunder by reason of any breach of this Declaration. Any breach of any of said covenants or restrictions, however, shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value but such covenants or restrictions shall be binding upon and effective against such Parcel Owner of any of said property or any portion thereof whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.

(g) Validity and Severance. If any clause, sentence or other portion of this Declaration shall become illegal, null or void for any reason, or shall be held by any court of competent jurisdiction to be so, the remaining portions hereof shall remain in full force and effect.

(h) Self-Help; Lien Rights. In addition to all other remedies available in law or in equity, upon the failure of any Owner (a "Defaulting Owner") to perform any of its obligations under this Declaration within ten (10) days following written notice thereof by any other Owner (a "Non-Defaulting Owner") (unless, with respect to any such breach the nature of which cannot reasonably be cured within such 10-day period, the Defaulting Owner shall commence to cure such breach within such 10-day period, and thereafter diligently prosecute such cure to completion), any Non-Defaulting Owner shall have the right to perform such obligation on behalf of the Defaulting Owner and to be reimbursed by such Defaulting Owner upon demand for the

reasonable costs thereof together with interest at eighteen percent (18%) per annum, compounded monthly, or the maximum rate of interest allowed by law (whichever is less). This Declaration does hereby grant to each Owner an irrevocable non-exclusive easement upon, through and across the Parcel of a Defaulting Owner so that a Non-Defaulting Owner can exercise the self-help rights and remedies stated in this Section 10(h). If any Defaulting Owner fails to pay any amount owed to any Non-Defaulting Owner pursuant to this Section 10(h) within thirty (30) days of its receipt of notice of a demand therefore, such amount shall be secured by a lien upon the Defaulting Owner's Parcel, effective upon the recording thereof in the office of the Utah County Recorder, which lien may be foreclosed upon in the same manner as provided for enforcement of mechanics liens or liens securing mortgage indebtedness; provided, however that the liens arising under this Section 10(h) shall be subject and subordinate in all respects to the lien and effect of any first priority mortgage or deed of trust encumbering the affected Parcel which is recorded prior to the recordation of the statement of lien arising hereunder.

(i) Remedies Cumulative. The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.

(j) Governing Law. This Declaration shall be governed by and construed in accordance with the laws of the State of Utah applicable to contracts made between residents of and to be performed wholly within such State.

(k) Entire Agreement. This Declaration constitutes the entire agreement between the parties hereto. The parties do not rely upon any statement, promise or representation not herein expressed.

(l) Dispute Resolution; Litigation. In the event of a dispute between any Owners, including any Owner's claim of the wrongful exercise of the self-help options permitted under Section 10(h) above, the applicable Owners shall in good faith attempt to negotiate and/or mediate such dispute within a sixty (60) day period following the initial notice of the dispute in question. If such dispute cannot be resolved within such sixty (60) day period (or such longer period as the parties may agree), to the extent any party brings an action or proceeding (including any cross-complaint, counterclaim, or third-party claim) against the other party by reason of a default by the other party or otherwise arising out of this Declaration, the non-prevailing party shall pay to the prevailing party in such action or proceeding all of the prevailing party's costs and expenses of suit, including reasonable attorneys' fees, which shall be payable whether or not such action is prosecuted to judgment.

(m) Estoppel Certificate. Each Owner shall, within ten (10) days after written request from any other Owner, which request shall quote this Section, execute and deliver to the requesting Owner a written statement certifying, to its actual knowledge, whether or not this Declaration is modified and whether or not this Declaration is in full force and effect (or, if there have been modifications, stating those modifications), and whether or not any Owner has failed to perform an obligation under this Declaration, and if so, the nature of the failure. No Owner shall be obligated to respond to a request to execute a statement which attempts to modify any of the terms or conditions of this Declaration. A statement executed by any Owner may be relied upon by an Owner or any transferee, mortgagee, or encumbrancer, without knowledge to the contrary, to



which such statement is addressed so as to stop the party executing the statement from asserting the contrary, but the Owner executing the statement shall not be liable for any erroneous information contained therein. Such certificate may provide that in the event of a conflict between the provisions of this Declaration and the provision of the certificate, the provisions of this Declaration shall control. A statement hereunder may be requested by any Owner from any other Owner at any time and from time to time. The delivery of any such statement may be conditioned upon the execution of the statement by the requesting party to evidence its concurrence with the facts set forth in the statement.

(n) Force Majeure. In the event any Owner is delayed, hindered in or prevented from the performance of any act required under this Declaration by reason of a cause beyond the reasonable control of the obligated Owner, then performance of such act shall be excused for the period of the delay and the period for the performance of such act shall be extended for a period equivalent to the period of such delay. Such a cause shall include "acts of God"; strikes; lockouts; weather in which work cannot proceed (even if normal); protests; riots; pandemics; insurrection; war; unavailability of materials from normal sources; acts of governmental authority, including courts; or acts or conduct of another Owner, its contractors, employees or agents, in violation of this Declaration, but it shall not include delays due to inability or failure to obtain financing or inadequate financial resources.

(o) Succession of Declarant's Obligations. Upon Declarant no longer owning any Parcel, all of Declarant's obligations and responsibilities hereunder to maintain the Pylon Sign, Driveways, drainage facilities, and landscaping shall automatically be transferred to the Parcel Owner who owns the most acreage at that time, except with respect to the Pylon Sign, only the Owners of Parcels entitled to utilize the Pylon Sign under this Declaration shall be considered as a successor to Declarant's obligations.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Declarant hereto has executed this Declaration as of the date set out above.

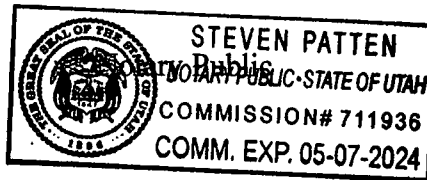
**DECLARANT**

SARATOGA RIDGE DEVELOPMENT, LLC  
a Utah limited liability Company

By [Signature]  
Name: TRAVIS MURDER  
Title: PRESIDENT

STATE OF UTAH     )  
                              ) ss.  
COUNTY OF Utah    )

The foregoing instrument was acknowledged before me this 3 day of oct,  
2022 by [Signature]



**EXHIBIT A**  
**Legal Description**

Beginning at a point which is North 803.26 feet and West 107.00 feet from the East Quarter Corner of Section 14, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence West 1227.21 feet; thence N 0°11'42" E 396.10 feet to the southerly right-of-way line of SR-73 (Lehi main Street); thence S 87°05'30" E along said right-of-way 4.53 feet to a point of curvature; thence along an arc 27.60 feet to the right, having a radius of 200.00 feet, the chord bears S 82°00'04" E 27.58 feet; thence S 78°02'48" E 21.38 feet to a point of curvature; thence along an arc 41.26 feet to the left, having a radius of 208.00 feet, the chord bears S 83°43'42" E 41.19 feet; thence S 89°24'37" E 203.31 feet; thence S 87°05'30" E along said right-of-way 880.83 feet; thence S 89°31'12" E 1.73 feet; thence S 22°39'09" E 108.76 feet; thence S 1°21'07" E 236.00 feet to the POINT OF BEGINNING.

**EXHIBIT B**

**Site Plan**

## **EXHIBIT C**

### **Exclusive Uses**

#### **Tommy's Car Wash Exclusive Use:**

For so long as Serac Tommy's Carwash Upper Holdings, LLC (or its successor) ("Tommy's") is operating a car wash, no portion of any other Parcel shall be used for a car wash.