

After Recording, Return to:
Strong & Hanni
c/o Casey W. Jones, Esq.
102 S 200 E, Suite 800
Salt Lake City, Utah 84111

**FIRST AMENDMENT TO
DECLARATION OF ACCESS, EASEMENTS, AND RESTRICTIONS
FOR STEEL RIDGE DEVELOPMENT**

This **FIRST AMENDMENT TO DECLARATION OF ACCESS, EASEMENTS, AND RESTRICTIONS FOR STEEL RIDGE DEVELOPMENT** (herein referred to as the *“Amendment”*), is made and entered into on this the 10th day of November, 2022 (the *“Effective Date”*), by Saratoga Ridge Development, LLC, a Utah limited liability company (*“Declarant”*).

WITNESSETH:

WHEREAS, on or about September 30, 2022, Declarant executed that certain Declaration of Access, Easements, and Restrictions for Steel Ridge Development (the *“Declaration”*), recorded October 26, 2022 as Entry No. 113036:2022 of the Official Records of Utah County, Utah;

WHEREAS, pursuant to the terms of the Declaration, the Declaration may only be modified, amended or terminated upon the filing of a written modification, amendment or termination document in the Official Records of Utah County, Utah, executed by all of the Owners of all of the Parcels (as those terms are defined in the Declaration) at the time of such modification, amendment or termination;

WHEREAS, Declarant is the Owner of all of the Parcels; and

WHEREAS, Declarant desires to amend the Declaration as more particularly described herein.

NOW, THEREFORE, Declarant hereby agrees to amend the Declaration as follows:

1. **Defined Terms.** All capitalized terms not otherwise defined in this Amendment shall have the meanings given to them in the Declaration.

2. **Pylon Sign.**

a. The *“Declarant”* of the Declaration is hereby amended to Pepperdign Homes LLC, a Utah limited liability company, having an address at 1518 W 2600 N, Pleasant Grove, Utah 84062.

b. The definition of *“Pylon Sign”* in Section 1(i) of the Declaration is hereby deleted in its entirety and replaced with the following:

“The term “Pylon Sign” shall mean the pylon sign which is identified on the Site Plan. The Pylon Sign does not exist as of the date of this Declaration and its design shall be subject to the mutual approval of the Declarant and the Owner of Parcel 4 prior to installation.”

c. Section 2(d) of the Declaration is hereby deleted in its entirety and replaced with the following:

“(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); provided, however, that the electrical lines serving the Pylon Sign will be located entirely within public utility easements. 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. The Parcel Owner of Parcel 4 shall be responsible for the costs associated with the design, construction and installation of the Pylon Sign in the amount equal to the

total cost of the design, construction and installation of the Pylon Sign multiplied by its Allocable Sign Share. Notwithstanding any provision herein to the contrary, the Parcel Owner of Parcel 4 shall have no responsibility for the Pylon Sign Costs related to maintenance of the Pylon Sign after its construction; the Allocable Sign Share of the Parcel Owners of Parcels 7, 8, 9, 10 and 11 shall be adjusted proportionately with regard to such maintenance costs.

“(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.

“(viii) Notwithstanding any provision in this Declaration to the contrary, including, without limitation, Section 10(o), the Owner of Parcel 4 shall not, under any circumstances, be considered a successor to Declarant's obligations under this Declaration vis a vis the Pylon Sign. Upon Declarant no longer owning any Parcel, all of Declarant's obligations and responsibilities hereunder to maintain the Pylon Sign shall automatically be transferred to the Parcel Owner who owns, at that time, the most acreage out of Parcels 7, 8, 9, 10, and 11.”

3. **Site Plan.** **Exhibit B** to the Declaration is hereby deleted in its entirety and replaced with the Exhibit B attached hereto as **Attachment I**.

4. **Exclusive Uses.** **Exhibit C** to the Declaration is hereby deleted in its entirety and replaced with the Exhibit C attached hereto as **Attachment II**.

5. **Survival of Remaining Terms.** Except as expressly modified by this Amendment, the Declaration remains in full force and effect.

6. **Recordation and Effectiveness.** This Amendment shall be recorded in office of the Utah County, Utah Recorder's Office.

7. **Counterparts.** This Amendment may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any party hereto may execute this Amendment by signing one or more counterparts.

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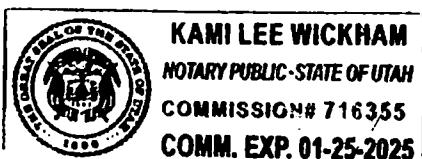
IN WITNESS WHEREOF, the undersigned have executed this Amendment from Declaration of Restrictions as of the Effective Date.

**SARATOGA RIDGE DEVELOPMENT,
LLC, a Utah limited liability company**

By: Trent Maddox
Name: Trent Maddox
Title: Owner -

STATE OF UTAH §
§
COUNTY OF UTAH §

This instrument was acknowledged before me on this the 16 day of November, 2022, by Trent Maddox, the Owner of **SARATOGA RIDGE DEVELOPMENT, LLC**, a Utah limited liability company, on behalf of said limited liability company.



[PERSONALIZED SEAL]

Kami L. Wickham
Notary Public in
and for the State of Utah

My Commission Expires: 1/25/2025

Kami L. Wickham
Printed Name of Notary Public

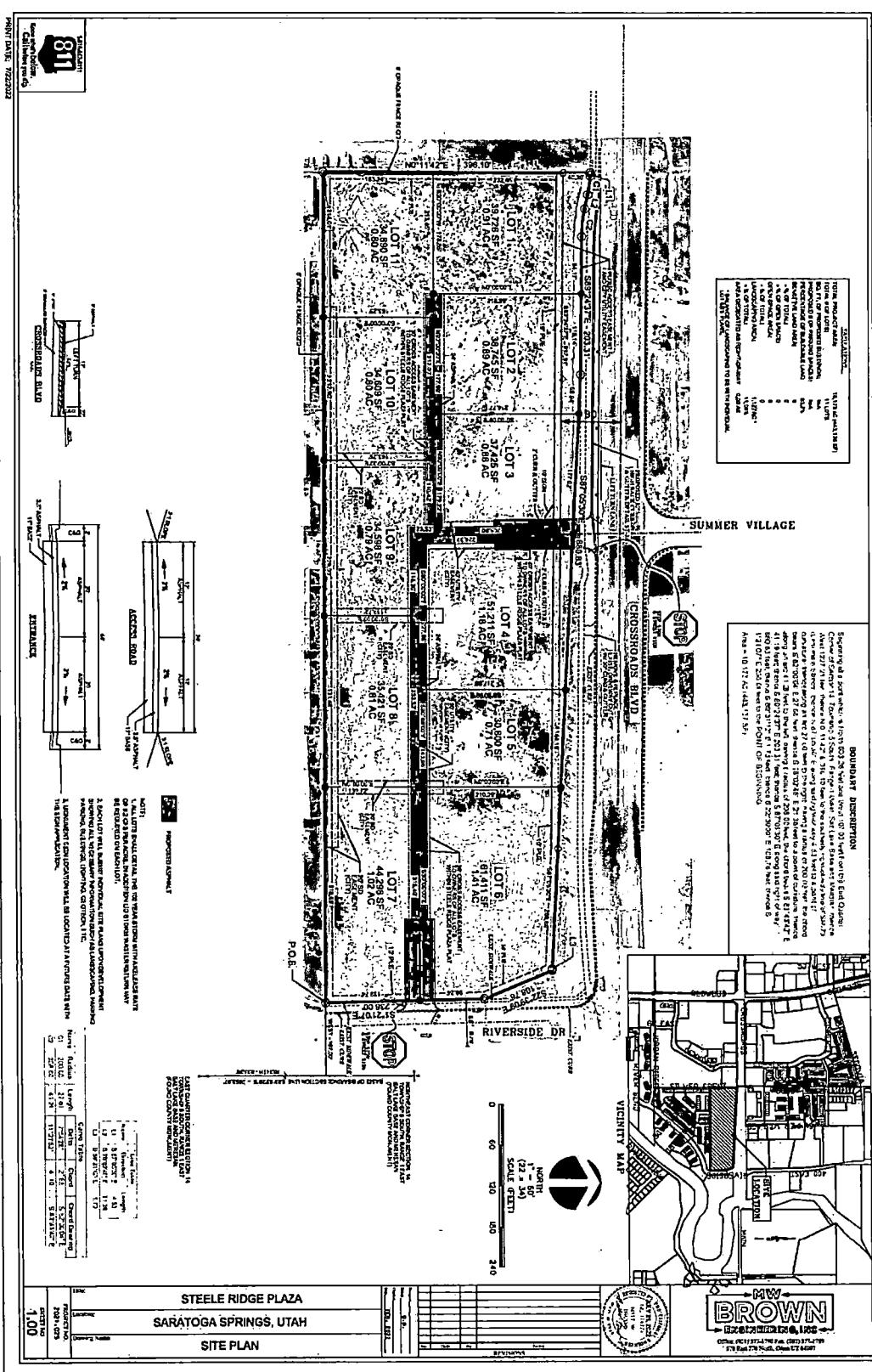
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Attachment I

EXHIBIT B

Site Plan

[see following page]



Attachment II

EXHIBIT C

Exclusive Uses

Tommy's Car Wash Exclusive Use:

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

LEGAL DESCRIPTION

ALL LOTS, STEELE RIDGE PLAZA SUBDIVISION PLAT, according to the official plat thereof on file in the office of the Utah County Recorder, State of Utah.